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|---|------------------------------------|--|--|--|--|---|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i> | | | | 1. REQUISITION NUMBER | | PAGE 1 OF 61 | |
| 2. CONTRACT NO. HC102818A0001 | | 3. AWARD/EFFECTIVE DATE 02-Apr-2018 | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER HC102818R0006 | | 6. SOLICITATION ISSUE DATE 11-Dec-2017 |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME MICHAEL F. MORRIS | | | b. TELEPHONE NUMBER (No Collect Calls) 618-229-9231 | | 8. OFFER DUE DATE/LOCAL TIME 01:00 PM 06 Feb 2018 |
| 9. ISSUED BY DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406 TEL: FAX: | | CODE HC1028 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 511210 SIZE STANDARD: \$38,500,000 | | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | 13b. RATING | |
| | | | | | | 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO SEE SCHEDULE | | CODE | | 16. ADMINISTERED BY SEE ITEM 9 | | | |
| 17a. CONTRACTOR/OFFEROR CARAHSOFT TECHNOLOGY CORP. 1860 MICHAEL FARADAY DR, SUITE 100 RESTON VA 20190-5328 MICHAEL BISACQUINO TELEPHONE NO. 703-871-8650 | | CODE 1P3C5 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY CODE | | | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$0.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED. | | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR Michael Bisacquino Digitally signed by Michael Bisacquino Date: 2018.03.22 12:43:35 -04'00' | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Michael Bisacquino Sales Director | | 30c. DATE SIGNED 3/22/2018 | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Carrie M. Ross, Contracting Officer TEL: 618-229-9569 EMAIL: carrie.m.ross.civ@mail.mil | | | 31c. DATE SIGNED 3/22/2018 | |

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|----------------------------|---------------------------------------|-----------------|-------------|-------------------|---------------|
| <p>SEE SCHEDULE</p> | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
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| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
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| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |

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|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

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| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|------------------------|------------------------|-------------|

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|---|-----------------------------------|--------------------------------------|-----------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) | |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) | 42d. TOTAL CONTAINERS |

Section A - Solicitation/Contract Form

This agreement is entered into this 2 day of April 2018, by the United States of America (the “Government”) represented by Carrie M. Ross, the Contracting Officer, and Carahsoft Technology Corporation, a corporation organized and existing under the laws of the State of Virginia (the “Contractor”).

AGREEMENT INFORMATION:

| | |
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| AGREEMENT CEILING AMOUNT | \$125,000,000.00 |
| AGREEMENT PERIOD START DATE | 02-APR-2018 |
| AGREEMENT PERIOD END DATE | 01-APR-2023 |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0001 | <p>Red Hat Software and Services FFP Red Hat software license subscriptions and services to include installation and consulting support, client-directed engineering, and software customization. Period of performance: April 2, 2018 through April 1, 2023. See Exhibit A for the Product/Service Lists and Descriptions. See Exhibit B for the License Agreement. See Exhibit C for the Terms and Conditions. See Exhibit D for the Report of Sales Format. See Exhibit E for the Fees. See Exhibit F for the 508/VPAT Standards. See Exhibit G for the Technical Requirements. See Exhibit H for the DISA Transmittal Letter. See Exhibit I for the Air Force Transmittal Letter. See Exhibit J for the Army Transmittal Letter. See Exhibit K for Red Hat Enterprise Agreement. See Exhibit L for Carahsoft Value Added Information</p> | 1 | Each | | NSP |
| | <p>----- External Agencies Ordering 1.0% Fee - See 52.216-9000, Ordering Procedures for External Agencies -----</p> | | | | |
| | <p>FOB: Destination</p> | | | | |

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Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | DODAAC / CAGE |
|------|-----------------------------------|----------|-------------------------|------------------|
| 0001 | POP 02-APR-2018 TO 01-APR-2023 | N/A | N/A FOB: Destination | |

EXHIBIT A - PRODUCT LIST

Exhibit A

PRODUCT AND PRICE LIST



Exhibit A Carahsoft
BPA Pricing.xlsx

(End)

EXHIBIT B - LICENSE AGREEMENT

Addendum to License Agreement or Terms of Use

The offeror, Carahsoft Technology Corporation, hereby agrees to this Addendum as an attachment to the License Agreement, whether called an End User License Agreement, Terms of Use, Terms and Conditions, or some other name. Carahsoft Technology Corporation agrees that in the event of any conflict or inconsistency between the terms in this Addendum and the terms of the License Agreement or any other addendum or supplement thereto, the terms of this Addendum will supersede and be controlling. Carahsoft Technology Corporation agrees that this Addendum is a binding part of its contract with the Government.

The Government accepts commercial terms in a License Agreement only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government's needs. The following terms, when they appear in a License Agreement, have been determined unacceptable to the Government as a result of a conflict with Federal law or as a result of incompatibility with the Government's needs. Any such terms in the offeror's License Agreement will be null and void as between the offeror and the Government, and those terms will have no force or effect in any resulting contract.

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| General Indemnity (by the government) | The Government does not agree to indemnify any party because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows: Recourse against the United States for any alleged breach of this agreement must be as a dispute under the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending |
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| | <p>final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.</p> |
| <p>Patent Indemnity (by the contractor)</p> | <p>Clauses giving the contractor control over any claims or disputes involving patent or other intellectual property infringement are not allowable, insofar as only the US Department of Justice is authorized to represent the US Government, per 28 U.S.C. § 516. Any clause giving entire control of litigation to a contractor is hereby modified as follows:</p> <p>If a third party claims that products or services delivered under this contract infringe that party's patent or copyright, the contractor will indemnify the Government against liability, at the contractor's expense, and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the contractor, provided that the Government promptly notifies the contractor of the claim and gives the contractor such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the contractor understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.</p> |
| <p>Automatic renewals (e.g., term licenses for software or software maintenance that renew automatically and renewal charges are due automatically unless the government takes action to opt out or terminate)</p> | <p>The Government does not agree to any automatic renewal provisions because such agreements may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval by a warranted contracting officer.</p> |
| <p>Audit</p> | <p>Any clauses that give the contractor the right to audit the government's use of software licenses do not meet the Government's needs as a matter of security. Any such clause is hereby modified as follows:</p> <p>The contractor can request that the Government conduct a self-audit and provide the contractor with results of the audit within 90 days of the request, but the</p> |

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| | contractor will not have access to the government’s systems to conduct the audit. |
| Attorney fees and costs; equitable relief | <p>The Government does not agree to any clauses relating to the award of attorney’s fees and costs or equitable relief because they may violate the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(1)(B). Any such clause is hereby modified as follows:</p> <p>Equitable relief and the award of attorney’s fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the disputes clause.</p> |
| Taxes | <p>The Government does not agree to any clauses purporting to make the Government responsible for all taxes. Any taxes the vendor believes to be payable by the Government must be submitted individually to the contracting officer for adjudication or included in the firm-fixed price.</p> |
| Incorporating other License Terms by Reference, Including Reference to a Website | <p>Terms provided in other documents or websites do not bind the Government unless those terms are submitted with the proposal and made an attachment to the contract. Any such clause is hereby modified as follows:</p> <p>Any license agreement provisions or terms of use unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract are not enforceable against the Government.</p> |
| Venue; Choice of Law | <p>The Government does not agree to any venue, jurisdiction, or choice of law clauses and does not consent to jurisdiction in any U.S. state courts. Any such clause is hereby modified as follows:</p> <p>Venue and jurisdiction for any disputes are determined by the applicable federal statute (e.g., Contract Disputes Act) or by the Federal Acquisition Regulation. Any disputes arising under or related to this contract and license agreement will be governed by applicable federal statutes and regulations, not the laws of any particular U.S. state.</p> |
| Arbitration | <p>The Government does not agree to any provisions relating to mandatory arbitration. Disputes must be resolved in accordance with applicable federal statutes (e.g., Contract Disputes Act) and regulations.</p> |
| Equitable remedies, injunctions | <p>The Government does not agree to any clauses consenting to or entitling the contractor to equitable relief or injunctions. Equitable relief for copyright, trademark, or</p> |

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| | <p>patent infringement by the Government is only available to the extent permitted by federal statutes.</p> |
| <p>Unilateral termination by contractor for breach</p> | <p>The Government does not agree to any clauses permitting unilateral termination of the contract or license agreement by the contractor. Any such clause is hereby modified as follows:</p> <p>Recourse against the United States for any alleged breach of this agreement must be made under the terms of the contract disputes clause (Contract Disputes Act). While a dispute is pending, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and must comply with any decision of the Contracting Officer.</p> |
| <p>Unilateral modification</p> | <p>The Government does not agree to any provisions giving the contractor the right to unilaterally change the license terms, with or without notice to the customer.</p> |
| <p>Assignment by licensor</p> | <p>The Government does not agree to any license terms providing for assignment by the licensor. Any such clause is hereby modified as follows:</p> <p>Assignment of government contracts without the government’s prior approval is prohibited by statute, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8.</p> |
| <p>Confidentiality</p> | <p>The Government does not agree to any clauses asserting that unit prices or license agreement terms are confidential or proprietary information. Any such clause is hereby modified as follows:</p> <p>Neither the license agreement nor the price list shall be deemed “confidential” or “proprietary” information notwithstanding any marking to that effect. The Freedom of Information Act (FOIA) governs what information must be disclosed and what information may be withheld by the Government.</p> |

EXHIBIT C - TERMS AND CONDITIONS

The following terms and conditions will be incorporated into each BPA.

Blanket Purchase Agreement (BPA) Department of Defense (DoD) Enterprise Software Agreement

In the spirit of the Federal Acquisition Streamlining Act, the Defense Information Systems Agency (DISA), on behalf of the U.S. DoD Enterprise Software Initiative (ESI) (referred to hereafter as the “Government” or “DoD”) will establish Red Hat BPA(s).

Federal Supply Schedule (FSS) contract BPAs reduce contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of offers. This BPA is entered to reduce the administrative costs of acquiring commercial products and services from the General Service Administration (GSA) FSS 70 contract(s) under special item number 132-32 (term software licensing). All orders placed against this BPA are subject to the terms and conditions of the FSS contract.

The ESI is a joint DoD project to develop and implement a DoD enterprise procurement process. This ESI BPA is issued in the spirit of the policy and guidelines provided in the Defense Federal Acquisition Regulation Supplement (DFARS) Subpart 208.74.

A. TERMS AND CONDITIONS

1. Pursuant to GSA FSS contract number GS-35F-0119Y, contractor agrees to the following terms of a BPA with the Defense Information Technology Contracting Organization (DITCO). All orders placed against this BPA are subject to the terms and conditions of the FSS contract. The items on this BPA are set forth in Exhibit A as defined by the contractor. License terms and conditions applicable to products acquired under this BPA are defined in the License Agreement included as Exhibit B.
2. **Order of Precedence.** The order of precedence for resolving any inconsistency between this BPA and the GSA contract terms shall be as specified in the GSA contract’s Commercial Item clause, FAR 52.212-4. The provisions of FAR 52.212-4 specified in FAR 12.302, as required by Federal law, shall prevail over any terms of the commercial license.
3. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will not exceed \$500 million (divided equally among the BPA holders at the time of award). The Government reserves the right to reallocate the ceiling among the awardees during the life of the BPA. The Government is obligated only to the extent of authorized purchases actually made under the BPA(s).
4. **Funds Obligation.** The BPA does not obligate any funds. Funds will only be obligated on each call order.
5. **BPA Term.** The PoP is for a period of five (5) years. The BPA will be reviewed annually to ensure that it still represents a “best value.” This BPA expires upon completion of all orders issued within the specified BPA ordering period. The BPA is contingent upon the contractor maintaining products/services of the BPA on the applicable GSA Schedule. This BPA is based on the contractor’s current GSA schedule contract. In the event the contractor’s current GSA schedule contract is canceled or expires and a new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract.
6. **Pricing Terms.** Exhibit A provides unit prices as explained below. Prices shall not escalate, and Exhibit A is not subject to upward adjustment during the term of the BPA. The Government may secure additional discounts at the time of placing an order. Spot discounts are authorized and encouraged. The prices will be reviewed annually, or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. Contractor shall include a 2.0% Acquisition, Contracting, and Technical (ACT) fee in contractor’s prices. The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders, in accordance with the Fees and Payments.

7. **Discount Terms and Conditions.** Volume pricing is based on attaining levels on a single call order. Discounts will be provided off of GSA pricing for products listed in Exhibit A. This Exhibit also provides a comparison between commercial list price, GSA price, and BPA price for Year 1 of the BPA.

8. Pricing.

8.1 **Prices.** The rate of discount the BPA price provides in Year 1 from GSA pricing shall serve as a base line for discounts applied to future years of the BPA. Discounts shall be the same or greater discount level when comparing GSA pricing with BPA pricing.

8.2 **Ordering Period.** The ordering period will consist of a base period of 1-year with four 1-year periods. This BPA is based on the contractor's current GSA schedule contract. In the event the contractor's current GSA schedule contract is canceled or expires and a new GSA schedule contract is awarded, this BPA shall automatically transfer to the new GSA schedule contract to the extent the new schedule contract includes the same scope and items as the canceled or expired GSA contract. In the event that the current contractor's GSA scheduled is not renewed or updated the contractor will be removed from the Red Hat BPA program at the time of their GSA schedule's expiration. The BPA's will be reviewed annually to ensure GSA schedule contract is current, and the BPA represents the best value. Individual orders will only be executed or exercised if the contractor's GSA schedule is current.

9. Price Reduction.

9.1 **Most Favored Customer Prices.** Contractor shall ensure the prices under this BPA are as low as the prices contractor has under any other contract instrument with any customer under like terms and conditions. If at any time the prices under any other contract instrument with any customer become lower than the prices in this BPA, this BPA will be immediately modified to include the lower prices.

9.2 **SmartBUY Program Extension.** Office of Management and Budget (OMB) has announced the SmartBUY initiative to maximize cost savings and achieve best quality when acquiring commercial products and services. If during the term of this BPA, contractor and its resellers enter into a Government-wide agreement with the GSA under the SmartBUY Initiative, which includes pricing for the specific products or services under similar terms and conditions as those licensed by the DoD under this BPA, contractor and its resellers agree to reduce the prices for the remaining term of this BPA to meet the prices and fees under the SmartBUY agreement, or shall license the products and sell the services under the SmartBUY agreement for the same remaining term of this BPA, at the discretion of the DoD. Neither the contractor nor its resellers shall preclude the Government from purchasing or licensing commercial products or services under a SmartBUY Agreement.

10. **License Agreement.** The contractor shall provide copies to the Government of all licensing and End User License Agreements. Exhibit B is required to be completed by the offeror. Notwithstanding any provision to the contrary, licenses are transferable within the authorized users as stated in paragraph B.1. (Example: Software licenses acquired via delivery/call orders of this BPA are subscriptions and are subject to the licensing provisions and the terms of the GSA contract. Any delivery/call order issued hereunder will serve as proof of order. Upon validation and receipt of software, customers will be provided an electronic version of the license agreement.) The following provisions will be included in a license addendum if the BPA is awarded to other than the software publisher:

10.1 **Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or Carahsoft Technology Corporation provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional licenses or maintenance fees. However, throughout the term of this agreement, the contractor will provide support services for the period stated in the order.

10.2 **Rights of Survivorship of the Agreement.** This BPA shall survive unto contractor, its successors, rights and assigns. The terms and conditions in this BPA shall survive the acquisition or merger of contractor by or with another entity. Contractor shall ensure these survivorship terms are included in any such merger or acquisition agreement, including a duty on the part of the surviving entity to abide by the terms of this BPA. Any software

name changes, re-packing, or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades, and new releases under this agreement at no additional cost.

11. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement, and/or replacement, the BPA holder shall provide a proposal to include the new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be constructed in accordance with this BPA for most favored customer prices. Discounts shall be at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days from the date the contractor obtains knowledge that the original equipment manufacturer has scheduled a BPA product for discontinuation, improvement, and/or replacement. Improvement of product includes new releases, updates, and upgrades including additional features and functionality, and successor or upgrade products. Changes proposed by the contractor shall become effective only upon written acceptance by the Government.

B. AUTHORIZED USERS AND POINTS OF CONTACT

1. **Authorized Users.** The BPA is open for ordering by all DoD components. For the purposes of this agreement, a DoD component is defined as: the Office of the Secretary of Defense (OSD), the military departments, the Chairman of the Joint Chiefs of Staff, the combatant commands, the Inspector General of the DoD, the Defense agencies, the DoD field activities, the U. S. Coast Guard, North Atlantic Treaty Organization, the Intelligence Community, and foreign military sales with a Letter of Authorization. GSA or other applicable ordering organizations/agencies are authorized to place orders under this BPA on behalf of DoD end users and must comply with DFARS 208.7400. This BPA is also open to DoD contractors authorized to order in accordance with the FAR Part 51.

2. **BPA Points of Contact (POCs):** The BPA POCs are outlined below. Each call order issued against the BPA will contain POCs reference clause DARS 52.204-9000 with the contacts of the call order.

a. Contracting Office:

DISA/Defense Information Technology Contracting Organization (DITCO)/PL8413
2300 East Drive
Scott Air Force Base, IL 62225-5406

POC: Carrie Ross / Contracting Officer
Phone: (618) 229-9569 / DSN: 779-9569
Email: carrie.m.ross.civ@mail.mil

POC: Michael Morris/Contract Specialist
Phone: (618) 229-9231 / DSN: 779-9231
Email: michael.f.morris16.civ@mail.mil

b. Software Product Manager (SPM):

SPM: Jonnice Medley
Phone: (301) 225-8081 / DSN 375
E-mail: jonnice.medley.civ@mail.mil

c. Customer Point of Contact: (To be specified on each order)

d. Financial Management Office (FMO):

DITCO/RM3221
2300 East Drive
Scott AFB IL 62225-5406

FMO: Jamie Timmermann
Phone: (618) 229-9128
E-Mail: jamie.n.timmermann.civ@mail.mil

e. Contractor Point of Contact:

Contractor name, business size: Carahsoft Technology Corporation, Large Business
DUNS, and CAGE: 088365767, 1P3C5
Contractor address as it appears on the System for Award Management: Carahsoft Technology Corporation
Contractor POC:
Natalie Gregory, Vice President, 703-871-8513, natalie.gregory@carahsoft.com
Michael Bisacquino, Sales Director, 703-871-8650, michael.bisacquino@carahsoft.com

f. BPA SPM:

Defense Information System Agency (DISA)/OCL13
6910 Cooper Ave.
Fort Meade, MD 22041-2717

SPM: Jonnice Medley
Phone: (301) 225-8081 / DSN 375
E-mail: jonnice.medley.civ@mail.mil

C. ORDERING

1. DFARS Subpart 208.74 directs DoD software buyers and requiring officials to check the DoD ESI website for DoD inventory or an enterprise software agreement (ESA) before using another method of acquisition. These steps for the buyer are summarized from the DFARS:

- a. Check the Enterprise Agreement Summary Table to determine if software rights or related services have already been acquired and are available from DoD inventory. If they are available, then acquire the designated software from DoD inventory and reimburse the SPM.
- b. If the required software rights or related services are not available from inventory or from an Enterprise Software Agreement, then use an alternate method of acquisition, subject to laws and policy.
- c. If the required software rights or related services are not available from inventory but are available from an ESA, then review the terms and conditions and prices, in accordance with otherwise applicable source selection requirements. Per FAR 8.405-3(c)(2), where multiple BPAs are available, before placing an order exceeding the micro-purchase threshold, forward the requirement to the BPA holders and evaluate the responses received to determine which BPA holder represents the best value.
- d. If existing ESAs do not represent the best value to the Government for the software rights or related services, then seek a waiver from the SPM before continuing with the alternative acquisition methods.

This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil>. The Government will also post this contract to the following sites:
<http://www.ditco.disa.mil/contracts/catalog.asp?cat=S>
<https://chess.army.mil/CMS/A/SoftwareAgreement>

2. **Call Orders.** The scope of this effort is worldwide. Delivery requirements and administration will be stipulated on call orders. Ordering via this BPA is decentralized. Orders are prepared by a Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes call orders from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Unit pricing is fixed price. If a Time and Material or Labor Hour delivery order is contemplated agencies shall follow FAR Part 8.405 & Part 12. A CPFF contract type is not allowed against the GSA FSS or this BPA. Orders may be placed by Electronic Data Interchange

(EDI), credit card, facsimile, on an authorized form such as a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, or by logging on to the Carahsoft Technology Corporation's DoD ESI BPA purchasing page at (<http://www.esi.mil/Default.aspx>) .

a. **Notice to Ordering Offices:** When ordering services, ordering offices are responsible for compliance with GSA's Ordering Procedures for Services and DFARS 208.404-70.

b. **Placement of Orders:**

(1) **Request for Quotes.** All requests for quotes shall be made in writing in an email attachment, through the on-line request for quotations.

To request a quote, contact the contractor POC below:

Carahsoft Technology Corporation:

Natalie Gregory, Vice President, 703-871-8513, natalie.gregory@carahsoft.com

Michael Bisacquino, Sales Director, 703-871-8650, michael.bisacquino@carahsoft.com
or submit on-line through the following website (<http://www.esi.mil/Default.aspx>).

(2) Assisted Orders: The Contracting Officer that administers the BPA may, occasionally, issue the call order for a specific requirement as an extra service for an ESI customer. This is called an "assisted order" and it may be appropriate for an additional contracting service fee to be charged. When this is the case, it must be recognized that those contracting fees are not a part of the ESA.

3. **Users' Ordering Guide.** The contractor shall develop a Users' Ordering Guide in coordination with the Government that will be posted to the contractor web site and various Government sites. The Ordering Guide shall be submitted to the SPM and Procuring Contracting Officer (PCO) within thirty (30) days of BPA award and made available on the contractor's home page upon written approval. The contractor shall immediately notify the Contracting Officer in the event of any changes to contractor POC information, contractor physical address, contractor web address, or any other relevant information in the Ordering Guide. This guide shall be continuously updated as required and shall not require formal modification to the BPA. All changes to the ordering guide shall be reviewed and approved by the PCO prior to posting. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. URL where a complete list of products is available, with appropriate contract line item numbers (CLINs), and associated prices can be found
- b. Government and contractor POCs
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information such as Commercial and Government Entity Code (CAGE), Data Universal Numbering System (DUNS), Taxpayer Identification Number (TIN), business size, etc. necessary to complete a Contract Action Report in the Federal Procurement Data System - Next Generation system
- g. Range of quantity discounts
- h. Links to DoD ESI and the Government web sites

4. **E-Commerce Site.** It is the intention of the Government to use existing and future capability of the DoD Standard Procurement System, EDI capability, Government procurement card, and contractor electronic ordering capability to create a paperless ordering, invoicing, and payment process. During the term of the BPA, the contractor shall participate to achieve this objective. This BPA will be posted to the DoD ESI website as part of the ESI program. The web site can be viewed at <http://www.esi.mil> and is publicly accessible. The Government may also post this BPA to other federal Government or DoD web sites, some of which may be publicly accessible. On-line ordering may also be accomplished through DoD controlled web sites. The contractor shall ensure that the data and information relating to contractor's products, technical specifications, services, prices, and other information related to this BPA is current, accurate, complete, and delivered by the contractor in the standard format(s). The contractor shall maintain coordinated and integrated hypertext links to the ESI web site from their World Wide Web site(s). The contractor shall provide electronic-commerce/EDI capabilities and accept and respond to secure on-line

orders and customer requests consistent with the terms of this acquisition vehicle. The contractor shall use its commercially reasonable business efforts to adapt its business processes as technical requirements, environment, and architecture evolve. This BPA may also be loaded into publicly accessible electronic catalog systems of other DoD agencies.

5. **Delivery Schedule.** Contractor shall make available the entitlements via electronic download within one week of receipt of award.

6. **Delivery Notice.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by a delivery notice, ticket, or sales slips that must contain at a minimum the following information:

- a. Product part number
- b. Product Description
- c. Product period of performance dates
- d. Product Qty purchased
- e. End customer PO #
- f. End customer Red Hat Network Account
- g. End Customer Entity as registered for through End customer's Red Hat Network Account

7. **Suspension.** There may be occasions where the Government may suspend ordering (by contract line item number (CLIN) up to and including the entire BPA) or cancel the BPA for cause. Reasons for suspension or cancellation can include but are not limited to delinquent sales report submission, and non-compliance to BPA terms and conditions. If a suspension is announced, the contractor shall adhere to this suspension by not accepting/processing call orders for the suspended item(s).

D. INVOICING AND PAYMENT

1. **Invoicing.** The requirements of a proper invoice are as specified below as required by FAR 52.212-4 in the Federal Supply Schedule contract. The contractor shall submit an electronic invoice to the address(es) specified within the call orders issued against the BPA. An invoice must include --

- a. Name and address of the contractor;
- b. Invoice date and number;
- c. Contract number, CLIN, and, if applicable, the order number;
- d. Description, quantity, unit of measure, unit price, and extended price of the items delivered and PoP;
- e. Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- f. Terms of any prompt payment discount offered;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of the person to be notified in event of defective invoice;
- i. TIN. The contractor shall include its TIN on the invoice only if required elsewhere in this contract; and
- j. Electronic funds transfer banking information.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903). Prompt payment contractors are encouraged to assign an identification number to each invoice. Invoicing and payment may be accomplished either through Invoicing, Receipt, Acceptance and Property Transfer (iRAPT) and/or via the Government Impact Card. The issued order will specify the method.

2. **Fast Payment Procedure.** The provisions of FAR 52.213-1, Fast Payment Procedure, are incorporated in this BPA by reference and pertain to credit card delivery/call orders or other applicable order deliveries. Fast Payment procedures may be used when the conditions of FAR 13.402 are met and the call order authorizes Fast Payment.

3. **Precedence.** The terms and conditions included in this BPA apply to all delivery/call orders made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the contractor's invoice, the provisions of the BPA will take precedence.

E. BPA MANAGEMENT AND OVERSIGHT

1. **Management.** The contractor must provide centralized administration, in the form of a Program Manager, in support of all work performed under this BPA. The Program Manager, at a minimum, is required to participate in periodic program management reviews (which may require travel to a Government named site). Additional functions would include customer service, invoicing, payment, and submission of monthly and quarterly reports and approved fee payments. The contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred DoD procurement vehicle for the products within.
2. **Report of Sales.** Consistent with the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT fees to enable verification of the fee amounts rendered. The contractor shall provide a Report of Sales to the SPM and the PCO in electronic format within fifteen (15) days following completion of the quarterly reporting period, or as otherwise requested by the SPM. The report shall be submitted in the standard format shown in the Report of Sales, and where applicable (Air Force Sales) include an Air Force Sales Transmittal Letter. Negative reports are required. The SPM or PCO shall provide written approval of each report to the contractor. At the end of each calendar quarter, the written approval provided to the contractor will be accompanied by a request to remit ACT fees. The SPM or PCO will provide copies of the Report of Sales on a quarterly basis to the DoD components participating in fee sharing. If the BPA contains services, current ACT fee paid by delivery order and total ACT fees paid will be included in the report.
3. **United Nations Standard Products and Services Code.** The United Nations Standard Products and Services Code (UNSPSC) is a required field in the submission format required by DoD for products and prices. The UNSPSC code permits software asset management through a standard coding structure. The UNSPSC is a coding system used to classify both products and services for use throughout the global marketplace. The management and development of the UNSPSC Code is coordinated by GS1 US. The current version is available free as a download at <http://www.unspsc.org>.
4. **Records.** The contractor shall maintain archival copies of all orders for the life of the BPA in accordance with GSA and FAR Subpart 4.7 requirements. Copies shall be made available to the Government upon request.
5. **Program Management Reviews (PMR).** The contractor shall participate in regular reviews of the progress of the BPA. Reviews shall be held at least twice yearly as scheduled by the SPM. During these reviews the contractor shall report on status of BPA sales, sales leakage, marketing, and any outstanding issues concerning the BPA, among other things. PMR agenda and presentation format shall be provided by the SPM to contractor prior to each PMR. Travel expenses are the responsibility of the contractor.
6. **Sales Leakage.** The goals of the ESI Program can only be realized through cooperation between the Government and the contractor to direct appropriate sales through the ESI vehicles. The contractor shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this BPA is the preferred procurement vehicle for the products within. Within sixty (60) days of the effective date of this BPA, contractor shall submit its plan of action and define the processes required to conform to the requirements of this BPA and shall keep current the plan throughout the Term of this BPA. The contractor shall establish a process to regularly audit sales to Government buyers, determine where sales outside the ESI vehicle are occurring, and take appropriate action to direct further sales through the ESI vehicle. Results of these audits will be presented as an agenda item during PMRs.
7. **Marketing.** The contractor shall dedicate reasonable resources to this effort and market and advertise this BPA, to include advertising the availability and benefits of this BPA on the contractor's web site, advertising this BPA at relevant trade shows, participation in DoD component sponsored events, and promotion through news media geared to Government/DoD information technology (IT) personnel and leadership.

The contractor may obtain standardized ESI marketing materials by requesting access from the SPM. The contractor's use of the ESI logo, seal, or emblem shall be limited to materials describing the products and services which are specifically made available under this BPA. ESI reserves the right to review any materials that contain the ESI brand prior to use by the contractor, and, at a minimum, requires the contractor to follow these guidelines:

- a. **Use Only the Approved Master Artwork.** Do not alter or distort the appearance of the logo in anyway, for example, by adding new design elements or colors or changing the font. The logo must always look sharp, clean, and well produced.
- b. **Allow a Minimum Clear Space Around the ESI Logo.** Always allow for a minimum clear space around the logo. Never violate the clear space with any graphic elements, words, or charts.
- c. **Maintain Legibility.** Never reproduce the logo in a manner that causes the logo to become illegible or blurry, which may happen if the logo is reproduced too small.

All materials made available for public view must include the following statement: “The ESI logo/markings is used with permission. ESI procedures are explained in DFARS 208.74 and DoD CIO Guidance and Policy memorandum No. 12-8430 dated July 26, 2000.”

8. **Enterprise Integration Toolkit.** The Enterprise Integration Toolkit is a program developed by the Assistant Deputy Under Secretary of Defense Logistics Systems Management to assist DoD Program Managers, Contracting Officers, and members of the Integrated Project Team in the acquisition and implementation of COTS business systems software.

The Toolkit provides guidance, processes, and tools to define program needs and determine how to best meet these needs through an external acquisition via a three-tiered roadmap to guide the entire life-cycle from problem definition to solution roll-out. It provides a collection of best practice tools adopted from the commercial industry and includes more than 100 best practice templates, guides, checklists, and samples.

Because the Toolkit is not contractor-specific and may be applied across a variety of COTS software package implementations, including this BPA, the contractor shall be familiar with the Toolkit and include as part of the marketing effort required above, a description of the Toolkit for their customers, and a link to the Enterprise Toolkit web site at: <https://acc.dau.mil/CommunityBrowser.aspx?id=153015&view=w&lang=en-US>.

(End)

EXHIBIT D - REPORT OF SALES

REPORT OF SALES FORMAT

Below is the Report of Sales Format (Government Microsoft Excel format) that the contractor shall use when submitting reports as required and outlined in the BPA document.



Report of Sales.xlsx

(End)

EXHIBIT E - FEES

FEES AND PAYMENTS

The contractor shall be responsible for the payment of all fees that are included in the product pricing (i.e., GSA, ACT) as calculated on the customer orders, in accordance with the document provided below.

1. **GSA Industrial Funding Fee (IFF).** The BPA unit prices include the applicable GSA IFF. The contractor shall be responsible for all required filings to GSA and for payment of this fee in accordance with applicable GSA

instructions.

2. Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding, administering and managing this BPA is included in the prices charged to ordering activities. The ACT fee is 2% and is included for all software products and the initial subscription term.

For purposes of this document, the term software means a collection of one or more programs, databases or microprograms fixed in any tangible medium of expression that comprises a sequence of instructions (source code) to carry out a process in, or convertible into, a form executable by an electronic computer (object code).

Software subscriptions from Red Hat provide customers with access to enterprise-grade software and updates as well as information and support services that span a customer's entire application infrastructure, life cycle, and architecture. In addition, customers receive security alerts, bug fixes, CVE database, security blog and assistance from Red Hat Product Security to identify and address vulnerabilities.

The ACT fees shall be remitted and distributed in accordance with sections 3 and 4 of this document.

There is no ACT Fee charged for the renewal of a software subscription.

For the purposes of this document, the term "renewal" means the continuation of a software subscription in the subsequent coverage periods following the initial subscription term.

3. Remittance of Fees. The contractor shall remit the ACT fee on a calendar quarterly basis (i.e. January through March, April through June, July through September, and October through December) or as otherwise requested by the SPM. Payment is due thirty (30) days following approval of the Report of Sales for the completed quarter. ACT fees that have not been paid within the prescribed thirty (30) days shall be considered a debt to the United States Government under the terms of FAR 32.6. The Government may exercise all its rights under the contract, including withholding or setting off payments and interest on the debt (see contract FAR clause 52.232-17, Interest). Failure of the Contractor to pay the ACT Fee in a timely manner may result in termination of the BPA.

4. Fee Distribution. The Army, Air Force, DISA and Navy are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the end user agency or service identified in the monthly Report of Sales. This field shall be notated Army, Air Force, DISA, Navy, or DoD as appropriate. Marine Corps sales are reported under the Navy designation. Fee checks shall not be issued until written approval is received for the Report of Sales.

4.1 ALL SALES:

The 2% ACT fee is split equally between the DoD Component whose customer places the order and the DoD component that manages the ESI agreement. For example, an Air Force order issued against an ESI agreement managed by DISA results in one half (or 1%) of the 2% fee being returned to the Air Force acquisition organization (listed under Air Force Sales). DISA will retain the entire 2% fee under orders issued for DISA activities or those activities that do not collect a fee under the ESI agreements managed by DISA. The contractor is responsible for distributing the ACT fee to all applicable services in accordance with the instructions herein. The amount of ACT fee due DISA shall be calculated at 1% for Army sales, 1% for Air Force sales, 1% for Navy sales, and 2% for all other sales.

The contractor shall remit ACT fee to the address provided below by corporate or cashiers check made payable to "Treasurer of the United States" noted with the following information:

BPA

DoD

Quarterly ACT Fee

Enterprise Software Agreement

****Checks must be accompanied by a transmittal letter that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

DFAS-CO
Finance and Accounting Office
Attn: Disbursement Office (Tom Triplett)
3990 East Broad St., Bldg. 21
Columbus, Ohio 43213

Provide copies of this letter and check electronically to: jonnice.medley.civ@mail.mil

4.2 ARMY SALES:

The amount of ACT Fee due the Army shall be calculated at 1% of all Army sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "Treasurer of the United States." Checks must be notated with the following information:

SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:

Project Director, Computer Hardware, Enterprise Software and Solutions (PD CHESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9351 Hall Road, Bldg 1456
Fort Belvoir, VA 22060

Email a copy of this letter, the Sales Report (per BPA requirements), and a copy of the check electronically to:

peoeis.pdchess.vndrrpts@us.army.mil
miguel.a.campos22.civ@mail.mil

4.3 AIR FORCE SALES:

The amount of ACT fee due the Air Force shall be calculated at 1% of all Air Force sales.

The contractor shall remit ACT Fee to the address provided below by corporate or cashier's check made payable to "3801-LI". Checks must be notated with the following information:

BPA
ESI-SW Fee Sharing

***Checks must be accompanied by a transmittal letter (format to be provided) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and original transmittal letter to the appropriate address based on delivery method:

Submit Advance Payments from Public to:

DFAS Indy-Disbursing Operations
C/O 3801 Limestone
8899 E 56TH Street

2. All EIT procured under this contract/order must meet the following 36 CFR 1194 accessibility standards. The full text of the accessibility standards is available at: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>.

Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 – Self-Contained, Closed Products
- 1194.26 – Desktop and Portable Computers
- 1194.41 – Information, Documentation and Support

Functional Performance Criteria

- 1194.31 – Functional Performance Criteria

3. The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

4. Contractors may propose products or services that result in substantially equivalent or greater access to and use by individuals with disabilities; this is known as equivalent facilitation.

5. VPAT exceptions will be accepted where applicable.

The Government accepts Red Hat's commercial VPAT standards.

(End)

EXHIBIT G - TECHNICAL REQUIRE

TECHNICAL REQUIREMENTS

The scope of the BPAs will focus on brand name Red Hat products that include software license, subscriptions, and services to include installation and consulting support, client-directed engineering, and software customization as defined in the GSA Schedule and further defined below. The contractor must be an authorized partner of Red Hat, and the contractor's status as an authorized partner shall also be verified annually.

1. Software Support.

1.1. Support. The Red Hat Network subscriptions offer up to 24x7 support with one-hour response. Options may include PREMIUM (24X7 phone support and web support), STANDARD (9X5 phone support and web support), and SELF-SUPPORT (maintenance only, NO support) as outlined in Exhibit A.

1.2. Support. To facilitate customer support cycles, bug fixes and enhancement errata for Red Hat errata are batched together into periodic "Updates." Security Errata are the only errata released independent of these Updates. To minimize the impact of Security Errata Red Hat has a policy of backporting security fixes whenever possible. Software maintenance as a product may be referred to by other terms, such as "software assurance," or "software support." The term "software maintenance" includes any service provided in support of Commercial Off the Shelf (COTS) software for a defined period of time by a

software publisher or reseller to provide software patches, bug fixes, new releases, product upgrades, etc., and any related support services to ensure the proper functioning of a software product. Software Maintenance as a product is billed at the time of purchase.

1.3. Professional Services. Services provided by Red Hat or the authorized reseller or distributor may include installation and consulting from the complete Linux migration to focused, client-directed engineering and software customization. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

1.4. Software Support as a Service. Software support as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software support as a service includes person to person communications regardless of the medium utilized to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software support as a service is billed in arrears.

1.5. Perpetual Software License. Includes operating system software, application software, EDI translations and mapping software, enabled E-Mail message based products, Internet software, database management programs, and other software.

EXHIBIT H - DISA TRANS LTR

FY18 LETTER OF TRANSMITTAL FOR DISA FEE PAYMENTS

MEMORANDUM FOR DFAS-CO

Finance and Accounting Office

Attn: Disbursement Office (Tom Triplett)

3990 East Broad St., Bldg. 21

Columbus, Ohio 43213

From: Company Name

Street Address

City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)

(BPA/Contract Number)

(Quarter/FY)

1. Collection of the check will include the following:

- a. Please make check payable to Treasurer of the United States
- b. Mail original check to address above
- c. Checks must be accompanied by this transmittal letter.

2. To ensure proper crediting of the payment, DISA shall use the following accounting data.

- LOA : 978 0100 4300 P80303148K ZZDI0 SE 2531 DSEMO80000 S12137

(For DFAS only: APC 00ZRT00)

3. Direct questions to Jonnice Medley, 301-225-8081.

4. Provide copies of this letter and check to: jonnice.medley.civ@mail.mil

EXHIBIT I - AF TRANS LTR

Date: _____

To: Defense Finance and Accounting Service (DFAS)

From: Company Name, Address, City, State, and ZIP Code
POC: Name, Telephone Number and E-Mail Address

Purpose: Collection of Acquisition, Contracting, and Technical (ACT) Fee FY18
Contract Number: _____

Period of Performance: Month, Year or Quarter the fee check represents

Authority for Entering into Agreement: Refer to each contract "Recovery of Usage Fee Statement"

Amount Paid: Check Amount: _____ Check Number: _____

Performing Organization's:
DEAMS: 057000340000000001818R F47GU 4G4XCC 257.1103 04010000041B 999900.999951 0702806F 2018
387700 NA 057000340000000001818R # NA SC97
Delivery Requirements: See Addendum

Payment Provisions: Please make your check payable to "DSSN3801LI" and forward your payment with a copy of the Request for Advance Payment from Public to:

Paper checks:

Payable to: DSSN3801LI

DFAS Indy-Disbursing Operations

C/O 3801 Limestone
8899 E 56TH Street
Indianapolis, IN 46249

US Dollars from an American Bank. (FEDWIRE or ACH)

Bank Name/Account Name: TREAS NYC, NEW YORK, NY US

FEDWIRE routing # 021030004 ACH routing # 051036706

Account Name: TREAS NYC, NEW YORK, NY US

Account #: 800003801117; this is the 12 digit Credit Gateway

Account number/ Collection Information

Repository (CIR) Agency Account ID.

Please include the Contract Number cited above on the "memo line" of your check. This will assist us in processing your check to the correct location in a timely manner.

1. If sending funds via Electronic Funds Transfer (EFT): US Dollars from an American Bank. (FEDWIRE or ACH)

Addendum: Must include this info - will assist us in posting your funds

- a. Email both copy of check and copy of this Request for Advance Payment from Public transmittal letter to: hicifinance@us.af.mil
- b. Also, email an electronic (Excel format) copy of the Sales Report (as per BPA requirements) to the same email box as above.
- c. Subject line format of e-mail MUST be as follows:
Contract Number with hyphens, Month or FY Quarter, Year, and Vendor Name
[Example: FA8771-04-A-0001, 1QFY18, Vendor]
- d. Please follow your contract regarding the applicable ACT Fee rates.

(Signed)

Signature Block

EXHIBIT J - ARMY TRANS LTR

LETTER OF TRANSMITTAL FOR ARMY FEE PAYMENTS

MEMORANDUM FOR

Project Lead, Computer Hardware, Enterprise Software and Solutions (PL CHESS)
PEO Enterprise Information Systems
SFAE-PS-CH (Attn: Miguel Campos)
9351 Hall Road, Bldg 1456
Fort Belvoir, VA 22060

From: Company Name
Street Address
City, State, Zip Code

POC: (Name, Phone Number & Email address)

SUBJECT: Collection of Checks for (Company Name)
(BPA/Contract Number)
(FY/Quarter)

1. Collection of the check will include the following:

- a. Please make check payable to United States Treasury
- b. Mail original check and a copy of this letter to address above
- c. **If the check has a multi-dimensional foil seal, please include a copy of the check. Multi-dimensional foil seals prevent us from photocopying for our records.**

2. Direct questions to Miguel Campos: 703-806-0611

NOTE: This letter MUST provide the correct information and accompany the check for contract tracking purposes.

EXHIBIT K - RED HAT ENTERPRISE

DocuSign Envelope ID: 028CB5D0-9683-4406-AE7B-DF26DD4E475B

RED HAT

ENTERPRISE AGREEMENT



U.S. GOVERNMENT SUPPLEMENT

This U.S. Government Supplement ("**Supplement**"), the attached Red Hat Enterprise Agreement (extracted from www.redhat.com/licenses/us.html on January 3, 2018), with the applicable product appendix ("**Enterprise Agreement**"), establish the terms and conditions enabling Red Hat, Inc. ("**Red Hat**") to provide Red Hat products to U.S. Government agencies, including an "Ordering Activity," defined as an entity authorized to order under GSA contracts as set forth in GSA Order 4800.2I ADM, as amended (the "**Client**"). The applicable product appendices are listed below:

- Red Hat Learning Subscriptions ("**RHLS**"): Section 1.5 of Appendix 2 (extracted from https://www.redhat.com/cms/managed-files/Appendix_2_Global_English_20171108.pdf on January 3, 2018)
- Non-RHLS subscription products: Appendix 1 (extracted from https://www.redhat.com/cms/managed-files/Appendix_1_Global_English_20171108.pdf on January 3, 2018)

The Enterprise Agreement and this Supplement cover the use of Software or Services by any Ordering Activity. Notwithstanding anything to the contrary, the use of Software or Services from Red Hat by an Ordering Activity *does not* constitute that Ordering Activity's assent or acceptance of the Enterprise Agreement. Red Hat agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; and 41 U.S.C. 423 relating to procurement integrity. This Supplement modifies the terms and conditions of the Enterprise Agreement for U.S. Government agencies as follows:

1.0 Enterprise Agreement Section 2.2, Changes to Work and Delays, is replaced with the following: "**2.2 Changes to Work and Delays**. Changes to the Services will be made only through a written change order signed by both parties consistent with GSAR Clause 552.238- 81 Modification (Federal Supply Schedule) (APR 2014) (Alternate I – JUN 2016) or GSAR 552.238-81 Modification (Federal Supply Schedule) (APR 2014) (Alternate II – JUN 2016). In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services subject to GSAR Clause 552.238-81, as applicable, and GSAR 552.212 -4(f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

2.0 Enterprise Agreement Section 3.0 Fees:

The following is deleted from **Section 3.1, Fees and Expenses**: "Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services."

Section 3.2.1 is replaced with the following: If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order in accordance with GSAR 552.212-4(g) and GSAR 552.212-4(i). Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable.

Section 3.3, Taxes, is deleted in its entirety.

3.0 Enterprise Agreement Section 5.0, Reporting and Inspection:

The following is deleted from **Enterprise Agreement Section 5.1, Reporting**, "no later than thirty (30) days from the date of the invoice", and replaced with, "as provided in the Agreement".

Enterprise Agreement **Section 5.2, Inspection**, is replaced with the following: "**5.2 Inspection**. During the term of this Agreement and for one (1) year thereafter: (a) If Client's security requirements are met, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Client security requirements are not met and upon Red Hat's request, Client will run a self-assessment with tools provided by and at the direction of Red Hat ("Self-Assessment") to verify Client's compliance with this Agreement. Within thirty (30) days from Red Hat's request, Client will finalize the Self-Assessment and provide Red Hat with the results in the form of a written report certified by Client's authorized officer including the number of underreported Units of Software or Services (the "Report"). In either event, after providing Notice(s) or Report(s) and receipt of an invoice, Client will make payment to Red Hat or its authorized channel partner for the applicable Services provided with respect to the underreported Units.

Notwithstanding the foregoing, nothing in this section prevents the Government from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109)."

4.0 Enterprise Agreement Section 6, Term and Termination:

Enterprise Agreement **Section 6.1** is replaced with the following: "**6.1 Term and Termination of Agreement**. The term of this Agreement will begin on the Effective Date and will terminate at the expiration of all Order Forms issued hereunder."

Enterprise Agreement **Section 6.2.1**: The following is deleted: "Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60)

Enterprise Agreement **Section 6.2.2** is replaced with the following: “**6.2.2** Termination shall be governed by the GSAR 552.212-4 (l) Termination for the Government’s Convenience, and (m) Termination for Cause. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat and consistent with GSAR 552.212-4 (l) Termination for the Government’s Convenience, and (m) Termination for Cause, in the event an Order Form is terminated, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.”

5.0 Enterprise Agreement **Section 8.1**: The following is added to the end of **Section 8.1, Limitation of Liability**: “..., **EXCLUDING REPROCUREMENT COSTS**. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31. U.S.C. §§ 3729-3733.”

6.0 Enterprise Agreement **Section 9.1**: The following is added to **Section 9.1, Obligations**: “Confidential Information may be subject to full or partial disclosure under the Freedom of Information Act, 5 U.S.C. §552.”

7.0 Enterprise Agreement **Section 11, Open Source Assurance Program**, is deleted in its entirety.

8.0 Enterprise Agreement **Section 12, Governing Law/Consent to Jurisdiction**, is replaced with the following: “**12. Governing Law/Consent to Jurisdiction**. The validity, interpretation and enforcement of this Agreement, including end user license agreement for Software, will be governed by and construed in accordance with the laws of the United States without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.”

9.0 Enterprise Agreement Section 13 Miscellaneous

Enterprise Agreement **Section 13.2, Assignment** is replaced with the following: “**13.2 Assignment**. Assignments are subject to GSAR 552.212-4(w)(1)(xi) Non-assignment, FAR 52.232-23, Assignment of Claims and FAR 42.12 Novation and Change-of-Name Agreements.”

Enterprise Agreement **Section 13.4, Force Majeure** is replaced with the following: “**13.4 Force Majeure**. Except as may be otherwise provided herein, this Agreement is subject to GSAR 552.212 -4 (f) Excusable delays.”

Enterprise Agreement **Section 13.5, Non-solicitation**, is replaced with the following: “**13.5 Reserved**.” The third and fourth sentences of **Section 13.6, Export and Privacy**, are deleted in their entirety.

The following is deleted from Enterprise Agreement **Section 13.7, Dispute Resolution**, “No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.”, and replaced with, “No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than six (6) years after the cause of action has accrued.”

The following is deleted from **Section 13.11, Complete Agreement**, “of the State of New York and”.

10.0 Enterprise Agreement **Section 14, Waiver of Jury Trial**, is deleted in its entirety.

11.0 Red Hat Products purchased under the Enterprise Agreement and this Supplement may require access to certain Red Hat websites or portals covered by “terms of use” (e.g. https://access.redhat.com/site/help/terms_conditions.html) (“**Red Hat Portal Terms of Use**”). In the event of any conflict between this Red Hat Terms of Use and this Supplement, this Supplement will take precedence. In the event Red Hat Terms of Use include terms requiring Client to indemnification obligation of Client, such indemnification obligations shall be deleted and the remaining terms and conditions shall be interpreted so as to be consistent with U.S. federal law.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING AND/OR USING SOFTWARE OR SERVICES FROM RED HAT. BY USING RED HAT SOFTWARE OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS AGREEMENT. AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT USE RED HAT SOFTWARE OR SERVICES. This Agreement incorporates those appendices at the end of this Agreement.

This Red Hat Enterprise Agreement, including all referenced appendices and documents located at URLs (the "**Agreement**"), is between Red Hat, Inc. ("**Red Hat**") and the purchaser or user of Red Hat software and services who accepts the terms of this Agreement ("**Client**"). The effective date of this Agreement ("**Effective Date**") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses Red Hat's software or services.

1. Scope of Agreement

- 1.1 **Framework.** This Agreement establishes a framework that will enable Red Hat to provide Software and Services to Client. "**Software**" means Red Hat Enterprise Linux, JBoss Enterprise Middleware and other software programs branded by Red Hat, its Affiliates and/or third parties including all modifications, additions or further enhancements delivered by Red Hat. The specific services (the "**Services**") and/or Software that Red Hat will provide to Client will be described in an Order Form, signed by the parties or otherwise accepted by Red Hat, which may consist of (a) one or more mutually agreed order forms, statements of work, work orders or similar transaction documents, or (b) an order placed by Client through Red Hat's online store accessible from a Red Hat website. The parties agree that the terms of this Agreement will govern all purchases and use by Client of Software and Services unless otherwise agreed by the parties in writing.
- 1.2 **Affiliates.** Red Hat and Client agree that Affiliates of Client may acquire Software and Services from Red Hat or its Affiliates by entering an Order Form with Red Hat (or a Red Hat Affiliate) that incorporates the terms and conditions of this Agreement. The parties acknowledge that adjustments to the terms of this Agreement may be made in a particular Order Form (for example, to address disparate tax and/or legal regimes in other geographic regions). "**Affiliate**" means an entity that owns or controls, is owned or controlled by, or is under common control or ownership with a party, where "**control**" is the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.
- 1.3 **Business Partners.** Red Hat has entered into agreements with other organizations ("**Business Partners**") to promote, market and support certain Software and Services. When Client purchases Software and Services through a Business Partner, Red Hat confirms that it is responsible for providing the Software and Services to Client under the terms of this Agreement. Red Hat is not responsible for (a) the actions of Business Partners, (b) any additional obligations Business Partners have to Client, or (c) any products or services that Business Partners supply to Client under any separate agreements between a Business Partner and Client.

2. Obligations of the Parties

- 2.1 **On-Site Obligations.** If Red Hat personnel are working on Client's premises (a) Client will provide a safe and secure working environment for Red Hat personnel, and (b) Red Hat will comply with all reasonable workplace safety and security standards and policies, applicable to Client's employees, of which Red Hat is notified in writing by Client in advance.
- 2.2 **Changes to Work and Delays.** Changes to the Services will be made only through a written change order signed by both parties. In the event that (a) Client fails to timely fulfill its obligations under an Order Form, and this failure adversely impacts the provision of Services, or (b) events outside of either party's reasonable control cause a delay in or otherwise affect Red Hat's ability to perform its obligations under an Order Form, Red Hat will be entitled to appropriate relief, including adjusting the timing of its delivery of applicable Services.
- 2.3 **Assistance.** Client may provide Red Hat access to Client information, systems, and software ("**Client Information**"), and resources such as workspace, network access, and telephone connections as reasonably required by Red Hat in order to provide the Services. Client understands and agrees that (a) the completeness, accuracy of, and extent of access to, any Client Information provided to Red Hat may affect Red Hat's ability to provide Services, and (b) if reasonable access to Client Information is not provided, Red Hat will be relieved from providing any Services dependent upon such access. Client will obtain any third party consents necessary to grant Red Hat access to the Client Information that is subject to the proprietary rights of, or controlled by, any third party, or which is subject to any other form of restriction upon disclosure.

3. Payment

- 3.1 **Fees and Expenses.** Fees for the Services (the "**Fees**") will be identified in an Order Form and are (a) due upon Red Hat's acceptance of an Order Form or, for renewal of Services, at the start of the renewal term, and (b) payable in accordance with Section 3.2. Fees are stated in United States Dollars, must be paid in United States Dollars, and, unless otherwise specified in writing, do not include out-of-pocket expenses or shipping costs. Client will reimburse Red Hat for all reasonable expenses Red Hat incurs in connection with the performance of Services. Client agrees to pay Red Hat the applicable Fees for each Unit. "**Unit**" is the measurement of Software or Service usage defined in the applicable Order Form. Any renewal of Subscription Services will be at the same price per Unit listed in the applicable Order Form. "**Subscription Services**" mean fee-bearing subscriptions for a defined period of time for a certain scope of Services.

3.2 Invoices

- 3.2.1 If Client desires credit terms with respect to the payment of Fees, Client will reasonably cooperate with Red Hat in establishing and periodically re-confirming Client's credit-worthiness. If credit terms are provided to Client, Red Hat will invoice Client for the Fees upon Red Hat's acceptance of the applicable Order Form and upon acceptance of any future order. Unless otherwise specified in an Order Form and subject to Red Hat's approval of credit terms, Client will pay Fees and expenses, if any, no later than thirty (30) days from the date of each invoice; provided, however, that Fees for professional services, training, training credits and other service credits are due prior to delivery. Except as otherwise provided in this Agreement, any and all payments made by Client pursuant to this Agreement are non-refundable. Red Hat reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within thirty (30) days of the invoice date.
- 3.2.2 If Client is paying by credit card, Client (a) authorizes Red Hat to charge Client's credit card for the Services and for the amount due at the time of renewal of Subscription Services, and (b) agrees to provide updated credit card information to Red Hat for renewal purposes.
- 3.3 **Taxes.** All Fees are exclusive of Taxes. Client will pay Red Hat an amount equal to any Taxes arising from or relating to this Agreement or an applicable Order Form which are paid by or are payable by Red Hat. "**Taxes**" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on the net income of Red Hat. If Client is required to withhold or deduct any portion of the payments due to Red Hat, Client will increase the sum payable to Red Hat by the amount necessary so that Red Hat receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

4. License and Ownership

- 4.1 **Software.** Each type of Software is governed by a license grant or an end user license agreement, which license terms are contained or referenced in the appendices to this Agreement or the applicable Order Form.
- 4.2 **Freedom to Use Ideas.** Subject to Section 9 and Client's rights in Client Information and notwithstanding anything to the contrary contained in this Agreement or an Order Form, the ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of any Order Form may be used by Red Hat, without an obligation to account, in any way Red Hat deems appropriate, including by or for itself or its clients or customers.
- 4.3 **Marks.** Unless expressly stated in an Order Form, no right or license, express or implied, is granted in this Agreement for the use of any Red Hat, Red Hat Affiliate, Client or third party trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any Red Hat or Red Hat Affiliate trademarks.

5. Reporting and Inspection

- 5.1 **Reporting.** Client will notify Red Hat (or the Business Partner from whom Client purchased Software or Services) promptly if the actual number of Units of Software or Services utilized by Client exceeds the number of Units for which Client has paid the applicable Fees. In its notice, Client will include the number of additional Units and the date(s) on which such Units were first utilized. Red Hat (or the Business Partner) will invoice Client for the applicable Services for such Units and Client will pay for such Services no later than thirty (30) days from the date of the invoice.
- 5.2 **Inspection.** During the term of this Agreement and for one (1) year thereafter, Red Hat or its designated agent may inspect Client's facilities and records to verify Client's compliance with this Agreement. Any such inspection will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from Red Hat. Red Hat will give Client written notice of any non-compliance, including the number of underreported Units of Software or Services, and Client will have fifteen (15) days from the date of this notice to make payment to Red Hat for the applicable Services provided with respect to the underreported Units. If Client underreports the number of Units utilized by more than five percent (5%) of the number of Units for which Client paid, Client will also pay Red Hat for the cost of such inspection.

6. Term and Termination

- 6.1 **Term and Termination of Agreement.** The term of this Agreement will begin on the Effective Date and will terminate at the expiration of ninety (90) days following written notice of termination given by one party to the other. Termination of this Agreement will not operate to terminate any Order Form and the terms and conditions of this Agreement will continue in full force and effect to the extent necessary to give effect to any Order Form in effect at the time of termination of this Agreement and until such time as the applicable Order Form expires or is terminated in accordance with Section 6.2 below.

6.2 Term and Termination of Order Form

- 6.2.1 The term of an Order Form begins on the date the Order Form is executed ("**Order Form Effective Date**") and continues for the term stated in the Order Form. Thereafter, the term for Subscription Services will automatically renew for successive terms of one (1) year each, unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before the commencement of the next renewal term. Client must use any other Services set forth in an Order Form during the term specified in the Order Form or within one (1) year of the Order Form Effective Date, whichever is shorter; if unused, such Services will be forfeited.

6.2.2 If Client or Red Hat materially breaches the terms of an Order Form, and such breach is not cured within thirty (30) days after written notice of the breach is given to the breaching party, then the other party may, by giving written notice of termination to the breaching party, terminate the applicable Order Form and/or this Agreement; provided, however, that no cure period will be required for a breach of Section 9 of this Agreement. The termination of an individual Order Form will not terminate any other Order Form or this Agreement unless otherwise specified in the written notice of termination. Without prejudice to any other right or remedy of Red Hat, in the event either party terminates an Order Form, Client will pay Red Hat (or the Business Partner from whom Client purchased such Software or Services) for all Services provided up to the effective date of termination.

6.3 Survival. If this Agreement or an Order Form is terminated for any reason, Sections 3, 4, 5.2, 6.3, 7, 8, 9, 10.2, 12, 13.1, 13.5-13.14, and 14 of this Agreement (as the same are incorporated into each Order Form) will survive such termination.

7. Continuing Business

Nothing in this Agreement will preclude or limit Red Hat from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Client. The terms of confidentiality in Section 9 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

8. Limitation of Liability and Disclaimer of Damages

8.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, RED HAT AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL ORDER FORMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNTS RECEIVED BY RED HAT DURING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY, WITH RESPECT TO THE PARTICULAR ITEMS (WHETHER SOFTWARE, SERVICES OR OTHERWISE) GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT.

8.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT OR AN ORDER FORM, IN NO EVENT WILL RED HAT OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR DAMAGES OTHER THAN DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION: ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, REGULATORY NON-COMPLIANCE, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF RED HAT OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR THESE DAMAGES WILL BE LIMITED AND EXCLUDED EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. Confidentiality

9.1 Obligations. During the term of this Agreement, both parties agree that (i) Confidential Information will be used only in accordance with the terms and conditions of this Agreement; (ii) each will use the same degree of care it utilizes to protect its own confidential information, but in no event less than reasonable care; and (iii) the Confidential Information may be disclosed only to employees, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation to keep such information confidential using standards of confidentiality not less restrictive than those required by this Agreement. Both parties agree that obligations of confidentiality will exist for a period of two (2) years following initial disclosure of the particular Confidential Information. "**Confidential Information**" means all information disclosed by either Red Hat or Client ("**Disclosing Party**") to the other party ("**Recipient**") during the term of this Agreement that is either (i) marked confidential or (ii) disclosed orally and described as confidential at the time of disclosure and subsequently set forth in writing, marked confidential, and sent to the Recipient within thirty (30) days following the oral disclosure.

9.2 Exclusions. Confidential Information will not include information which: (i) is or later becomes publicly available without breach of this Agreement, or is disclosed by the Disclosing Party without obligation of confidentiality; (ii) is known to the Recipient at the time of disclosure by the Disclosing Party; (iii) is independently developed by the Recipient without use of the Confidential Information; (iv) becomes lawfully known or available to the Recipient without restriction from a source having the lawful right to disclose the information; (v) is generally known or easily ascertainable by parties of ordinary skill in the business of the Recipient; or (vi) is software code in either object code or source code form that is licensed under an open source license. The Recipient will not be prohibited from complying with disclosure mandated by applicable law if, where reasonably practicable and without breaching any legal or regulatory requirement, it gives the Disclosing Party advance notice of the disclosure requirement.

10. Representations and Warranties

10.1 General Representations and Warranties. Red Hat represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to Red Hat's knowledge, Red Hat branded Software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

10.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 10.1 OR BY A THIRD PARTY VENDOR DIRECTLY TO CLIENT UNDER A SEPARATE AGREEMENT, THE SERVICES, SOFTWARE AND ANY HARDWARE ARE PROVIDED BY RED HAT "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. RED HAT DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES, SOFTWARE OR HARDWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE OR THAT RED HAT WILL CORRECT ALL SOFTWARE ERRORS. FOR THE BREACH OF THE WARRANTIES SET FORTH IN SECTION 10.1, CLIENT'S EXCLUSIVE REMEDY, AND RED HAT'S ENTIRE LIABILITY, WILL BE THE REPERFORMANCE OF DEFICIENT SERVICES, OR IF RED HAT CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY TERMINATE THE RELEVANT SERVICES AND RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT SERVICES AS OF THE EFFECTIVE DATE OF TERMINATION. Without limiting the generality of the foregoing disclaimer, the Software, Services and any hardware provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Software and Services.

11. Open Source Assurance Program

For Software that is Red Hat branded, purchases under this Agreement may entitle Client to participate in Red Hat's Open Source Assurance Program which is described at <http://www.redhat.com/rhel/details/assurance/>. The terms for this optional program are subject to a separate agreement which can be viewed at http://www.redhat.com/legal/open_source_assurance_agreement.html.

12. Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the United States and of the State of New York without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Raleigh, North Carolina, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

13. Miscellaneous

- 13.1 Notices.** Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent using a method that provides for positive confirmation of delivery to the respective addresses or facsimile numbers indicated in an Order Form; provided that any notice from Client to Red Hat includes a copy sent to: Red Hat, Inc., Attention: General Counsel, 100 East Davie Street, Raleigh, North Carolina 27601; Facsimile: (919) 754-3704.
- 13.2 Assignment.** This Agreement is binding on the parties to this Agreement, and other than the rights conferred on Business Partners in Sections 5.1 and 6.2.2, nothing in this Agreement or in any Order Form grants any other person or entity any right, benefit or remedy of any nature whatsoever, except for the parties' Affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld, conditioned or delayed; provided, however, either party may, upon written notice and without the prior approval of the other party, (a) assign this Agreement to an Affiliate as long as the Affiliate has sufficient credit to satisfy its obligations under this Agreement and the scope of Service is not affected; and (b) assign this Agreement pursuant to a merger or a sale of all or substantially all of such party's assets or stock.
- 13.3 Independent Contractor.** Red Hat is an independent contractor and nothing in this Agreement or related to Red Hat's performance of any Order Form will be construed to create an employment or agency relationship between Client (or any Client personnel) and Red Hat (or any Red Hat personnel). Each party will be solely responsible for supervision, direction, control and payment of its personnel, including applicable taxes, deductions, other payments and benefits. Red Hat may subcontract Services under an Order Form to third parties or Affiliates without the approval of Client; provided, however, that (a) subcontractors agree to protect Client Confidential Information, and (b) Red Hat remains responsible to Client for performance of its obligations hereunder.
- 13.4 Force Majeure.** Neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, hurricanes, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.
- 13.5 Non-solicitation.** Client agrees not to solicit or hire any personnel of Red Hat involved with the delivery of Services in connection with any Order Form during the term of and for twelve (12) months after termination or expiration of such Order Form; provided that Client may hire an individual employed by Red Hat who, without other solicitation, responds to advertisements or solicitations aimed at the general public.
- 13.6 Export and Privacy.** Red Hat may supply Client with technical data that is subject to export control restrictions. Red Hat will not be responsible for compliance by Client with applicable export obligations or requirements for this technical data. Client agrees to comply with all applicable export control restrictions. If Client breaches this Section 13.6 or the export provisions of an applicable end user license agreement for the Software, or any provision referencing these sections, Red Hat may terminate this Agreement and/or the applicable Order Form and its obligations thereunder without liability to Client. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between Red Hat, its Affiliates, Business Partners, and/or subcontractors, which may be located worldwide.
- 13.7 Dispute Resolution.** Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any proceeding. Notwithstanding the foregoing, either party may take any action reasonably required to protect such party's rights. No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

- 13.8 Headings.** All headings contained in this Agreement are inserted for identification and convenience and will not be deemed part of this Agreement for purposes of interpretation.
- 13.9 Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement.
- 13.10 Waiver.** The delay or failure of either party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced.
- 13.11 Complete Agreement.** Each Order Form (a) is a separate agreement and is deemed to incorporate this Agreement, unless otherwise expressly provided in that Order Form; (b) constitutes the exclusive terms and conditions with respect to the subject matter of that Order Form, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions under this Agreement; and (c) represents the final, complete and exclusive statement of the agreement between the parties with respect thereto, notwithstanding any prior written agreements or prior and contemporaneous oral agreements with respect to the subject matter of the Order Form. In the event of any conflict between this Agreement, any Order Form and any end user license agreement for Software, this Agreement will take precedence unless otherwise expressly provided in the Order Form. Notwithstanding any provision to the contrary in this Agreement, any applicable end user license agreement will be governed by the laws of the State of New York and of the United States, without regard to any conflict of laws provisions. Any claim relating to the provision of the Services by Red Hat, its Affiliates or their respective personnel will be made against Red Hat alone.
- 13.12 Amendment.** Neither this Agreement nor any Order Form may be amended or modified except in a writing signed by the parties, which writing makes specific reference to this Agreement or the applicable Order Form.
- 13.13 Counterparts and Facsimile Signature.** In the event this Agreement is executed with signatures, this Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties to all the terms contained in this Agreement.
- 13.14 United States Government End Users.** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.
- 14. Waiver of Jury Trial**
TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.



SOFTWARE AND SUPPORT SUBSCRIPTIONS

This Product Appendix (which includes Exhibits applicable to specific Red Hat Products) contains terms that describe the parameters and govern your use of Software Subscriptions and Support Subscriptions. This Product Appendix does not apply to Red Hat hosted or on-line subscription offerings. When we use a capitalized term in this Product Appendix without defining it, the term has the meaning defined in the Agreement to which this Product Appendix applies, such as the Red Hat Enterprise Agreement. In the event of a conflict, inconsistency or difference between this Product Appendix and an Exhibit to this Product Appendix, the terms of the Exhibit control.

Red Hat may modify or update this Product Appendix either by posting a revised version of this Product Appendix at <http://www.redhat.com/licenses/productappendices>, and/or by providing notice using other reasonable means. If you do not agree to the updated terms then, (a) the existing Product Appendix will continue to apply to Red Hat Products you have purchased as of the date of the update for the remainder of the then-current Subscription term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Red Hat Products made after the effective date of the updated terms.

This Product Appendix does not apply to generally available open source projects such as www.wildfly.org, www.feedhenry.org, www.fedoraproject.org, www.openstack.redhat.com, www.gluster.org, www.centos.org, Ansible Project Software or other community projects.

1. Subscription Services

1.1 **Subscription Unit Definitions.** Fees for Subscription Services are based on metrics that are referred to as “Units”. Table 1.1 below defines the various Units that are used to measure your use of Software Subscriptions. The specific Units that apply to the various Software Subscriptions are contained in the Order Form(s) applicable to your purchases and in the Exhibit(s).

Table 1.1

| Unit | Software Subscription Unit Definitions |
|--|---|
| API Call | is one inbound message to your API backend server and a response, if any, from the server. |
| Core | is (a) a physical processing core located in a CPU or (b) a virtual processing core within a virtual machine or supporting a container, in each case, that contains or executes the Software running for Production Purposes. |
| Core Band | a group of processing Cores (16 or 64). |
| Customer User | your and your Affiliates’ third party end users with access to the Software. |
| Employee User | your and your Affiliates’ employee users acting on your behalf (including your independent contractors and those of your Affiliates) who are able to access the Software. |
| Full Time Equivalent or FTE | the sum of (a) the total number of full time faculty plus one third of the part time faculty and (b) the total number of full time staff plus one half of the part time staff. |
| GB of RAM | a gigabyte of processing memory that contains or executes the Software. |
| Managed Node | each Node managed by the Software. “Node” means a Virtual Node, Physical Node or other instance of software. |
| Module | use of the Software to manage one System, Virtual Node or Physical Node. |
| Physical Node | a physical system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, blade or other physical system, as applicable. |
| Power IFL (Integrated Facility for Linux) | a processor core on an IBM Power system that is activated and contains or executes all or a portion of the Software. |
| Socket | a socket occupied by a CPU. |
| Socket-pair | up to two Sockets. |
| Storage Band | an amount of Storage (measured in terabytes “TB” and/or petabytes “PB”), where “Storage” is the total capacity of storage available to each instance of the Software. |
| System | a system which contains or executes all or a portion of the Software including, without limitation, a server, work station, laptop, virtual machine, container, blade, node, partition, appliance or engine, as applicable. |
| System on a Chip or SOC(s) | a single integrated circuit that includes the major components of a computer and is generally recognized as a system on a chip. |
| System z IFL (Integrated Facility for Linux) | a mainframe CPU that is activated and contains or executes all or a portion of the Software. |
| vCPU | a physical CPU, in whole or in part, which is assigned to a virtual machine or container which contains or executes all or a portion of the Software. |
| Virtual Node or Virtual Guest | an instance of the Software executed, in whole or in part, on a virtual machine or in a container. |

1.2 Use of Subscription Services.

- (a) **Basis of the Fees.** While you have Subscriptions entitling you to receive Subscription Services for a Red Hat Product, you are required to purchase the applicable Software Subscriptions and Support Subscriptions in a quantity equal to the total number and capacity of Units of that Red Hat Product. For purposes of counting Units, Units include (a) non-Red Hat Products if you are using Subscription Services to support or maintain such non-Red Hat Products and (b) versions or copies of the Software with the Red Hat trademark(s) and/or logo file(s) removed.
- (b) **Supported Use Cases.** Subscription Services are provided for Software only when used for Supported Use Cases as described in the Exhibits to this Product Appendix. The Supported Use Case(s) associated with a Red Hat Product also determine the type of Subscription that is required. If your use of any aspect of the Subscription Services is contrary to or conflicts with a Supported Use Case, you are responsible for purchasing the appropriate Subscription(s) to cover such usage. For example, if you are using a Red Hat Enterprise Linux Desktop Subscription on a System that is a server, you are obligated to purchase Red Hat Enterprise Linux Server Subscription Services.
- (c) **Support Levels.** You agree not to use Software Subscriptions with support service levels (e.g. Standard and/or Premium) higher than the support levels (e.g. Self-support and/or Standard) you have purchased.
- (d) **Transferring Subscriptions.** You may transfer, migrate or otherwise move Software Subscriptions provided you are accountable for the number and types of Units associated with the Software Subscriptions.
- (e) **Scope of Use of Subscription Services.** The Agreement (including pricing) is premised on the understanding that you will use Subscription Services only for your internal use (which may include Affiliates). Your internal use may include running a web site and/or offering your own software as a service, provided that such use (a) does not include a distribution, sale or resale of any of the Subscription Services and (b) provides as the primary component of the web site or service a material value added application other than the Subscription Services. However, providing the Subscription Services to, or using them for the benefit of, a third party (for example, using Subscription Services to provide hosting services, managed services, Internet service provider (ISP) services, or third party access to or use of the Subscription Services) is a material breach of the Agreement.
- (f) **Use by Contractors.** Subscription Services may be used by third parties acting on your behalf, such as contractors or outsourcing vendors provided (i) you remain fully responsible for all of your obligations under the Agreement and this Product Appendix and for the activities and omissions of the third parties and (ii) in the case of a migration to a third party cloud or hosting provider, you are qualified for and comply with the terms of the Red Hat Cloud Access program as set forth in Section 3 below.
- (g) **Unauthorized Use of Subscription Services.** Any unauthorized use of the Subscription Services is a material breach of the Agreement, such as (a) only purchasing or renewing Subscription Services based on some, but not all, of the total number of Units, (b) splitting or applying one Software Subscription to two or more Units, (c) providing Subscription Services (in whole or in part) to third parties, (d) using Subscription Services in connection with any redistribution of Software and/or (e) using Subscription Services to support or maintain any non-Red Hat Software products without purchasing Subscription Services for each such instance.

1.3 Subscription Start Date. Unless otherwise agreed in an Order Form, Subscription Services will begin on the earlier of the date you purchase or first use the Subscription Services.

1.4 End User and Open Source License Agreements. The Red Hat Products are governed by the EULAs set forth at www.redhat.com/licenses/eulas. Software Subscriptions and Subscription Services are term-based and will expire if not renewed. This Agreement establishes the rights and obligations associated with Subscription Services and is not intended to limit your rights to software code under the terms of an open source license.

1.5 Red Hat Software Subscription Bundles. Red Hat offers combinations of Software Subscriptions with complimentary feature sets and price discounts ("**Bundle(s)**"). The basis of the fees for these Bundles is the combined use of such Software Subscriptions on a single Unit. When any of the combined Software Subscriptions are used independently from the Bundle, the fees for such independent usage will be Red Hat's standard fees associated with the Unit for the particular Software Subscription.

2. Subscription Service Support Terms

2.1 Evaluations. Red Hat may offer Evaluation Subscriptions for evaluation and not for Production Purposes. Evaluation Subscriptions may be provided with limited or no support and/or subject to other limitations. If you use the Evaluation Subscription(s) for any purpose other than evaluation, you are in violation of this Agreement and are required to pay the applicable subscription fees for such use in accordance with Section 1 above, in addition to any and all other remedies available to Red Hat.

2.2 Support from a Business Partner. If you purchase Software Subscriptions that include support provided by an authorized Red Hat Business Partner (not by Red Hat) then Section 2.3 does not apply to you and you should work with your Business Partner to obtain support services. Section 2.3 only applies if you have purchased Software Subscriptions with Support provided by Red Hat.

2.3 Support from Red Hat.

- (a) **Development Support.** Certain Software Subscriptions include Development Support. "**Development Support**" consists of assistance with architecture, design, development, prototyping, installation, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Development Purposes. Requests for deployment and maintenance assistance and/or assistance for Production Purposes are not included within the scope of Development Support, but may be available on a consulting basis under the terms of a separate agreement.

- (b) **Production Support.** Certain Software Subscriptions include Production Support. “**Production Support**” consists of assistance with installation, application testing, usage, problem diagnosis and bug fixes, in each case, for the applicable Software when used for Production Purposes. Production Support does not include assistance with (i) code development, system design, network design, architectural design, optimizations, tuning recommendations, development or implementation of security rules or policies, (ii) third party software made available with Red Hat Software, (iii) software on the supplementary, optional or Extra Packages for Enterprise Linux (“EPEL”) channels and/or (iv) preview technologies.
 - (c) **Support Coverage.** Support is provided in the English language but may be available in other languages based on available resources. Red Hat does not provide support for (a) any underlying infrastructure or for any third party products; (b) Software that (i) you (or a third party) have modified or recompiled, (ii) is running on hardware or platforms that are not Supported Configurations or (iii) is not running in its Supported Use Case. You are responsible for testing the Software before deploying it in your environment, backing up your systems on a regular basis and having those backups available if needed for support purposes. Except as otherwise expressly stated, Support does not include data migration or data recovery support.
 - (d) **Service Level Guidelines.** Red Hat will use commercially reasonable efforts to provide Support at one or more of the following support levels, depending on the Red Hat Product: Self-support, Standard or Premium, as set forth at <https://access.redhat.com/support/offerings/production/sla>. After the initial response to a support request, Red Hat will provide status updates on the issue consistent with the update guidelines applicable to the Severity Level (which may be downgraded to a lower Severity Level during the course of resolving the support request) until the issue is resolved or the parties agree on an alternative update schedule.
 - (e) **Obtaining Support.** To receive Support, you must provide Red Hat with sufficient information to validate your entitlement to the relevant Support. Certain Support is provided only during Red Hat's local standard business hours. You may contact Red Hat through your designated Support Contacts. You may designate up to the number of contacts described at <https://access.redhat.com/support/offerings/production/contacts> based on the number of Standard and Premium Software Subscriptions you have purchased (other than for Academic Edition Customers with Campus Wide Subscriptions which are based on the number of FTEs).
- 2.4 Software Subscription Lifecycle.** During the life cycle of Software, the scope of Software Maintenance and Support evolves and, after a number of years, we discontinue Software Maintenance and Support for older versions of Software. The life cycle for Software Maintenance and Production is described at https://access.redhat.com/support/policy/update_policies.html and, in certain instances, in the Exhibit(s). For certain versions of Software, you may purchase Extended Update Support (“EUS”) and/or Extended Life Cycle Support (“ELS”) Add-On Subscription(s) to extend your Subscription Services as further described at <https://access.redhat.com/support/policy/updates/errata/>, provided EUS Subscriptions are included in certain Software Subscriptions.

3. Cloud Access: Deploying Software Subscriptions in a Public Cloud

- 3.1 Transferring Eligible Subscriptions to a Cloud.** You may transfer Eligible Subscriptions for use in a Vendor's Cloud under the Cloud Access program if you (a) complete the registration set forth at <https://engage.redhat.com/forms/cloud-access-registration> and (b) have a sufficient number of Eligible Subscriptions to transfer. For Eligible Subscriptions that you purchased for on-premises use and transfer to a Vendor's Cloud, the Unit of measurement will be the Unit as set forth in the conversion table located at <http://www.redhat.com/en/technologies/cloud-computing/cloud-access>. For Eligible Subscriptions that were originally purchased for use in a Vendor's Cloud, no conversion is required. The number of concurrent Units used under the Cloud Access program in the Vendor Cloud may not exceed the total number of Units (a) transferred from Eligible Subscriptions and/or (b) purchased for use in a Vendor Cloud. The transfer of Software Subscription(s) to a Vendor's Cloud via Cloud Access does not change the start date or the duration of the original Software Subscription(s). This means that when your Software Subscription expires, your access to the Software Subscription in the Vendor's Cloud will cease, unless renewed.
- 3.2 Cloud Usage Reporting.** You consent to the Vendor reporting to Red Hat your usage of Red Hat Software Subscriptions in the Vendor's Cloud.
- 3.3 Public Cloud Terms of Service.** Through the Cloud Access program, you may obtain access to Software images and/or updates to the Software, if and when available, either (a) via new images obtained from the Vendor's Cloud or (b) from a Red Hat Portal. Certain information (such as Software related notices) may only be available to you via the Red Hat Portal. Payments to Red Hat for Software Subscriptions do not include any fees that may be due to the Vendor for the Vendor's Cloud services. Red Hat is not a party to your agreement with the Vendor and is not responsible for providing access to the Vendor's Cloud or performing any other obligations of the Vendor. The Vendor is solely responsible and liable for the Vendor's Cloud. Red Hat may have a support relationship with the Vendor that enables Red Hat and the Vendor to collaborate and you consent to (i) Red Hat discussing your Software Subscriptions and related Support with the Vendor and (ii) Red Hat and the Vendor sharing information for the purpose of providing Services. Red Hat will provide Support to you for each Eligible Subscription pursuant to this Agreement. Certain software components or functionality of the Software contained in the original Software Subscription (or Add-on Subscription) may not be available or supported when used in the Vendor's Cloud.
- 3.4 Vendor Specific Services.** Vendors may offer other services, offerings or commitments related to their Clouds, which may include the provision of services by US only personnel, compliance with various legal regimes or other Vendor Cloud specific obligations. Notwithstanding what may be offered by a Vendor, the Software Subscriptions are not provided subject to the terms of those Vendor offerings, and any Vendor offerings solely relate to the Cloud itself and not to the Software Subscriptions operated on the Cloud. As between Red Hat and you, you are solely responsible for complying with any applicable export laws or regulations related to your use of the Software Subscriptions and you agree not to transmit information, data or technology governed by the International Traffic in Arms Regulations to Red Hat in the course of your use of the Software Subscriptions.

3.5 Vendor Termination. Red Hat may terminate the availability of a particular Vendor that offers Cloud Access with sixty (60) day notice, provided you may continue to use any Software Subscription for the remainder of the term of the Software Subscription on another Vendor's Cloud or on your premises under the terms of this Agreement.

4. Definitions

"Add-On Subscriptions" are optional Software Subscriptions that may be purchased in addition to the base Software Subscription (e.g. a Red Hat Enterprise Linux Software Subscription).

"Cloud" means a Vendor's hosted computing infrastructure that provides systems, virtual machines or container hosts to end users.

"Cloud Access" is the Red Hat program that allows you to use Eligible Subscriptions in a Vendor's Cloud under the terms set forth in Section 3.

"Development Purposes" means using the Software for development related tasks that are performed by a single-user acting in a standalone mode such as (a) an individual developer writing software code, (b) a single user performing prototyping or quality assurance testing, where neither involves any form of automated testing, multi-user testing and/or multi-client testing and (c) a user demonstrating software or hardware that runs with or on the Software.

"Eligible Subscriptions" means certain Software Subscriptions that meet the criteria for Cloud Access set forth at www.redhat.com/solutions/cloud/access.

"EULA" means the end use license agreements for the Red Hat Products located at <https://www.redhat.com/en/about/red-hat-end-user-license-agreements>.

"Evaluation Subscriptions" means Red Hat Products offered without charge solely for evaluation and not for Production Purposes or Development Purposes, including offerings described as evaluation, preview or beta.

"Product Appendix(ces)" means the specific terms applicable to the Red Hat Products posted at <http://www.redhat.com/licenses/productappendices> or otherwise attached to or incorporated into an Order Form.

"Production Purposes" means using the Software (a) in a production environment, (b) generally using live data and/or applications for a purpose other than Development Purposes, (c) for any automated quality assurance or testing, multi-user quality assurance or testing, and/or multi-client quality assurance or testing and/or (d) for backup instances.

"Red Hat Portal" means the Red Hat hosted delivery portal, such as Red Hat Customer Portal, Red Hat Container Catalog and/or Red Hat Update Infrastructure ("RHUI") that provides Software Access and Software Maintenance.

"Red Hat Products" means Software, Subscription Services, and other Red Hat branded offerings made available by Red Hat.

"Software" means Red Hat branded software that Red Hat provides as part of a Red Hat Product.

"Software Access" means access to various Software versions if and when available.

"Software Maintenance" means access to updates, upgrades, corrections, security advisories and bug fixes for Software, if and when available.

"Software Subscription" means a Subscription that contains Software Access, Software Maintenance and Support.

"Stacking" (or **"Stacked"** or **"Stackable"**) means the use of more than one Subscription to account for the capacity of a System or Physical Node.

"Standard Business Hours" are listed at <https://access.redhat.com/support/contact/technicalSupport.html>.

"Subscription" means a time bound Red Hat Product offering, other than professional services.

"Support" means access to Red Hat support for issues relating to Software as described in Product Appendix 1.

"Supported Configuration(s)" means the supported Red Hat Product hardware and platform configurations that are listed at <https://access.redhat.com/supported-configurations>.

"Support Contact(s)" is a person authorized by you to open support requests and/or contact Red Hat support personnel.

"Support Subscriptions" means a Subscription that contains a specialized Support offering that is supplemental to Support provided in a Software Subscription.

"Subscription Services" means Red Hat offerings consisting of Software Access, Software Maintenance, Support and/or any other services associated with and during the term of a Subscription.

"Supported Use Case" means the manner and/or environment in which a particular Subscription(s) is used and supported as further defined in an applicable Exhibit.

"Vendor" means the Red Hat authorized third party from whom you purchase Cloud services and who is authorized by Red Hat to participate in this Cloud Access program.

EXHIBIT 1.A



RED HAT ENTERPRISE LINUX AND RELATED SOFTWARE SUBSCRIPTIONS

This Exhibit 1.A. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Enterprise Linux, Red Hat Virtualization, Red Hat OpenStack Platform product lines and related offerings.

1. Unit of Measure and Purchasing Requirements for Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform

Table 1 sets forth the support level, Units of measure, capacity limitations, and stacking capabilities for various Red Hat Enterprise Linux Server, Red Hat Virtualization and Red Hat OpenStack Platform Software Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 1 below.

Table 1

| Software Subscription | Support Level | Unit of Measure | Capacity | | Stackable |
|--|-----------------------------------|-------------------------------|--|--|--------------------|
| | | | Socket(s) or SOCs | Virtual Nodes | |
| Red Hat Enterprise Linux Server (Physical or Virtual Nodes) Red Hat Enterprise Linux for SAP HANA (see Note 1 below) | Standard or Premium | Physical Node or Virtual Node | Socket-pair for each Physical Node or 2 Virtual Nodes | | Physical Node: Yes |
| Red Hat Enterprise Linux for Virtual Datacenters (see Notes 2 and 3 below) | Standard or Premium | Physical Node | Socket-pair | Unlimited Virtual Nodes running on a Socket-pair | Physical Node: Yes |
| Red Hat OpenStack Platform (formerly known as Red Hat Enterprise Linux OpenStack Platform) Red Hat OpenStack Platform for Atom | Standard or Premium | Physical Node | Socket-pair | Unlimited Virtual Nodes running on a Socket-pair | Physical Node: Yes |
| Red Hat Enterprise Linux for Real Time Red Hat Virtualization (see Note 4 below) Red Hat Enterprise Linux with Smart Virtualization Red Hat Enterprise Linux with Smart Virtualization for SAP Applications | Standard or Premium | Physical Node | Socket-pair | N/A | Physical Node: Yes |
| Red Hat Enterprise Linux for Power Red Hat Enterprise Linux for Power with Smart Virtualization | Standard or Premium | Power IFL | Up to 4 processor cores | N/A | Power IFL: Yes |
| Red Hat Enterprise Linux for System z | Standard or Premium | System z IFL | N/A | N/A | System z IFL: Yes |
| Red Hat Enterprise Linux for Hyperscale | Standard | Physical Node | Band of SOCs | None | Physical Node: No |
| Red Hat Enterprise Linux Server Entry Level (see Note 1 below) | Self-support | Physical Node | Socket-pair | None | Physical Node: No |
| Red Hat OpenStack Platform Red Hat Enterprise Linux with Smart Virtualization | Standard or Premium | Physical Node | Socket-pair | Unlimited Virtual Nodes running on a Socket-pair | Physical Node: Yes |
| Red Hat Enterprise Linux for PRIMEQUEST (see Note 1 below) | Premium | Physical Node | 1-2 Sockets, 9 Logical Partitions 4 Sockets, 10 Logical Partitions 6 Sockets, 11 Logical Partitions or 8 Sockets, 12 Logical Partitions | | Physical Node: No |
| Red Hat Enterprise Linux Desktop | Self-support, Standard or Premium | System | 1 CPU Up to 8GB RAM | 1 Virtual Guest | CPU: No |
| Red Hat Enterprise Linux Workstation | Self-support, Standard | System | 2 CPU Unlimited RAM | 1 Virtual Guest or 4 Virtual | CPU: No |

| | | | | | |
|---|---------------------------|-------------------------------|-------------|-----------------|-----|
| | or Premium | | | Guests | |
| Red Hat Enterprise Linux Academic Site Subscription Red Hat Infrastructure for Academic Institutions - Site Subscription | Standard or Premium | Full Time Equivalent (FTE) | 1-2 Sockets | 1 Virtual Guest | N/A |

Note 1: Each Physical Node supports a maximum number of four (4) virtual instances that may consist of Red Hat Enterprise Linux Virtual Nodes, Virtual Guests or any other guest operating system, provided containers do not count towards the maximum four (4) virtual instances.

Note 2: Please note that Red Hat Enterprise Linux for Virtual Datacenters Subscriptions do not include an entitlement for the host operating system.

Note 3: Please note a Red Hat Enterprise Linux for Virtual Datacenters Subscription is limited when deployed on Red Hat Enterprise Linux Servers to the four (4) virtual instances support limit per Note 1, provided that limitation does not apply when Red Hat Enterprise Linux for Virtual Datacenters is deployed on either Red Hat Virtualization or Red Hat OpenStack Platform.

Note 4: A Red Hat Virtualization Subscription comes with RHEV-Manager, which requires the purchase of an underlying Red Hat Enterprise Linux Subscription for each Unit (i.e., Physical Node or Virtual Node) running RHEV-Manager.

2. Red Hat Enterprise Linux Server Add-Ons

Red Hat Enterprise Linux Server Subscriptions may be purchased with one or more optional Add-On Subscriptions. Add-On Subscriptions require a separate paid and active Software Subscription for each Unit that deploys, installs, uses or executes such Add-On. Each Unit of an Add-On Subscription (i) must match the Unit of Measure and capacity of the underlying Red Hat Enterprise Linux Unit and (ii) inherits the Support Level of the underlying Red Hat Enterprise Linux Unit. Add-On Subscriptions are not supported on Red Hat Enterprise Linux Subscriptions with a Self-support service level except Smart Management Add-Ons.

3. Red Hat Enterprise Linux Server Supported Use Cases

Table 3

| Software | Supported Use Case |
|--|---|
| Red Hat Enterprise Linux Server (see Note 1 below) Red Hat Enterprise Linux for Power Red Hat Enterprise Linux Server for System z | Supported only for server computing on Supported Configurations, including delivery of services to other logical or physical client or server systems and the execution of multi-user applications. |
| Red Hat Enterprise Linux for Real Time | Supported only on systems running (a) operating environments identified at www.redhat.com/mrg/hardware as Red Hat Enterprise Linux for Real Time compatible and (b) hardware systems identified as Red Hat Enterprise Linux for Real Time certified at https://hardware.redhat.com will be supported. |
| Red Hat Enterprise Linux for PRIMEQUEST | Subscription Services are provided only on Fujitsu PRIMEQUEST systems. |
| Red Hat Enterprise Linux for SAP HANA | Subscription Services are provided only on Supported Configuration certified by SAP to run SAP's HANA platform. |
| Red Hat Enterprise Linux for Hyperscale | Subscriptions Services are provided only on Supported Configuration in the form of chassis that contain and use at least five (5) SOCs. |
| Red Hat Enterprise Linux for HPC Compute Nodes Red Hat Enterprise Linux for HPC Head Nodes | Supported only for high performance computing ("HPC") that consists of a minimum set of four Systems that are networked and managed to perform compute-intensive workloads ("cluster") with all of the following characteristics: (a) the cluster is used for compute-intensive distributed tasks sent to individual compute nodes within the cluster, (b) the cluster works as a single entity or system on specific tasks by performing compute-intensive operations on sets of data (Systems running a database, web application, load balancing or file serving clusters are not considered HPC nodes), (c) the number of management or head nodes does not exceed one quarter of the total number of nodes in the cluster and (d) all compute nodes in the cluster have the same Red Hat Enterprise Linux configuration. When Red Hat Enterprise Linux for HPC Head Nodes (an optional Software Subscription for management of compute nodes) is combined with Red Hat Enterprise Linux for HPC Compute Nodes Software Subscriptions for the compute nodes in the same cluster, the compute node inherits the Service Level (as set forth in Section 2.3(d) of the Product Appendix) of the Head Node. |

| Software | Supported Use Case |
|--|---|
| Red Hat Enterprise Linux for Grid Nodes | Supported only in a compute Grid where a "Grid" means a minimum of fifty (50) Socket-pairs that are networked and managed to solve workloads with the following characteristics: (a) all the nodes in the group of systems have the same Red Hat Enterprise Linux configuration, (b) the group of systems is running a single application or is controlled by a single job scheduler, (c) the workloads are sent to the group of systems by a job scheduler, (d) the workloads are maintained in a single distributed application across the nodes in the group of systems, (e) the workloads are non- interactive, and (f) the production outage of the complete group of systems is defined as 30% of the nodes in the group of systems being unable to run the workload. This Supported Use Case does not include nodes running databases, web applications, load balancing, or file services. |
| Red Hat Enterprise Linux with Smart Virtualization Red Hat Enterprise Linux for Power with Smart Virtualization | Supported on physical hardware solely to support virtual guests. Red Hat Enterprise Linux with Smart Virtualization is designed to run and manage virtual instances. The included Red Hat Enterprise Linux Software Subscription is supported solely when used as the host operating system with the Red Hat Enterprise Virtualization Hypervisor or when used as the guest operating system with virtual machines. |
| Add-Ons: High Availability, Load Balancer, Resilient Storage, Scalable File System, Extended Update Support, Extended Life Cycle Support, and Red Hat Insights | Supported only on active Standard and Premium level Red Hat Enterprise Linux Server Software Subscriptions. |
| Red Hat Enterprise Linux Server used as a Virtual Guest | Virtual Guests may be pooled or shared on any other System that has a Software Subscription with the same (a) Support Level (Standard or Premium) and (b) number of Virtual Guests (1, 4 or unlimited Virtual Guests), provided that you do not exceed the total number of Virtual Guests associated with the underlying Software Subscriptions. |
| Red Hat Enterprise Linux for Disaster Recovery | Supported only on Systems or Physical Nodes used intermittently for disaster recovery purposes such as systems receiving periodic backups of data from production servers, provided those disaster recovery systems have the same Service Levels (as set forth in the Subscription Appendix, Section 2.3(d)) and configurations (e.g. Socket-pairs, Virtual Guests, Cores). |
| Red Hat Enterprise Linux for Retail | Supported only on Systems used at retail store locations with the same application stack excluding any data center deployments. |
| Red Hat Virtualization | Supported on physical hardware solely to support virtual guests. Red Hat Virtualization is designed to run and manage virtual instances and does not support user-space applications. Red Hat Virtualization may be used as a virtual desktop infrastructure solution, however, the Subscription does not come with software or support for the desktop operating system. You must purchase the operating system for each instance of a desktop or server separately. |
| Red Hat Enterprise Linux Desktop | Supported only on personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Red Hat Enterprise Linux Desktop does not include support for open source server applications (e.g., Apache, Samba, or NFS), testing and development purposes or to share data with peers. Each Red Hat Enterprise Linux Desktop Software Subscription includes one Smart Management Module, each to be used solely with a single Red Hat Enterprise Linux Desktop System. |
| Red Hat Enterprise Linux Workstation | Supported only on personal computing systems with a primary purpose of executing applications and/or services for a single user who is typically working from a directly connected keyboard and display. Each Red Hat Enterprise Linux Workstation Software Subscription includes one Smart Management Module to be used solely with a single Red Hat Enterprise Linux Workstation System. |
| Red Hat OpenStack Platform (Physical Node) | Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform or when used as the guest operating system with virtual machines created and managed with Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. |
| Red Hat OpenStack Platform (without guest OS) | Supported only when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. |
| Red Hat OpenStack Platform for Atom | Supported only when used on a Physical Node that is a server running an Intel Atom processor. Red Hat Enterprise Linux is supported solely when used as the host operating system for running Red Hat OpenStack Platform. Red Hat Enterprise Linux is currently the only supported operating system for Red Hat OpenStack Platform. |

| Software | Supported Use Case |
|--|--|
| Red Hat Enterprise Linux – Academic Server Red Hat Enterprise Linux Academic Desktop Red Hat Enterprise Linux Academic Workstation | Supported only for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Enterprise Linux – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx). Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply. |
| Red Hat Enterprise Linux Academic Site Subscription | Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs. |
| Red Hat Infrastructure for Academic Institutions - Site Subscription | Supported only for use by qualified academic institutions. Qualified academic institutions must (a) be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx) and (b) have at least one thousand (1,000) FTEs. |
| Red Hat Enterprise Linux Developer Suite | Supported only for Red Hat Enterprise Linux Developer Suite for Development Purposes. |

Note 1: The Red Hat Enterprise Linux Server Use Case applies to the Red Hat Enterprise Linux Server variants in this Table 3.

- 3.1 Red Hat Enterprise Linux Server – Atomic Host.** Red Hat Enterprise Linux Server may be deployed using RPM package manager or in Atomic Host mode. Atomic Host mode is an optional image based delivery, deployment and updating mechanism designed to support container based environments. Each deployment of Red Hat Enterprise Linux, regardless of the method, constitutes a Unit.
- 3.2 Red Hat Enterprise Linux Desktop and Workstation Software Subscriptions**
Production Support for Red Hat Enterprise Linux Desktop subscriptions is limited to Support Contacts that are helpdesk support personnel and not end users.
- 3.3 Red Hat Enterprise Linux Extended Life Cycle Support Software Subscriptions**
- (a) **Limited Maintenance and Production Support.** Red Hat Enterprise Linux ELS entitles you to receive Software Maintenance and Production Support for Severity 1 and 2 problems on x86 architectures, but only for a limited set of software components excluding those listed at http://www.redhat.com/rhel/server/extended_lifecycle_support/exclusions/. Red Hat Enterprise Linux ELS Software Maintenance is limited to those Software updates that Red Hat considers, in the exercise of its sole judgment, to be (a) critical impact security fixes independent of customer support requests and (b) selected urgent priority defect fixes that are available and qualified for a subset of the packages in specific major releases of Red Hat Enterprise Linux beyond the end of its regular production cycles. The Red Hat Enterprise Linux ELS stream will be maintained for an additional period of time immediately after the end-date of the regular production cycles of the relevant release as set forth at <https://access.redhat.com/support/policy/updates/errata/>. Red Hat will only provide one code base for Red Hat Enterprise Linux ELS and will not make functional enhancements to versions of Red Hat Enterprise Linux during the ELS cycle.
- (b) **Red Hat Enterprise Linux ELS Unsupported Components.** Red Hat Enterprise Linux ELS covers components supported prior to the end of the life cycle but does not cover the following (in addition to those noted in Section 3.3(a) above): (a) desktop applications, (b) Red Hat Cluster Suite, (c) content from the Extras channel (“Extras” is a set of content with a shorter life cycle) and (d) Independent layered or Add-on products such as Directory Server, Red Hat Satellite Server, or Scalable File System. Red Hat reserves the right to exclude additional packages.
- (c) **Red Hat Enterprise Linux ELS Content Delivery.** Red Hat Enterprise Linux ELS Software Maintenance is delivered through separate Red Hat Portal base channels for the specific release and corresponding child channels if applicable. You must install a modified redhat- release package downloaded from Red Hat Portal to subscribe a Unit to a Red Hat Enterprise Linux ELS channel.
- 4. Red Hat Enterprise Linux Developer Suite**
Red Hat Enterprise Linux Developer Suite provides an open source development environment that consists of Red Hat Enterprise Linux with built-in development tools, certain Red Hat Enterprise Linux Add-Ons, Red Hat Enterprise Linux for Real Time, Smart Management and access to Software Maintenance, but no Support. If you use any of the Subscription Services or Software associated with Red Hat Enterprise Linux Developer Suite for Production Purposes, you agree to purchase the applicable number of Units of the applicable Software Subscription.
- 5. Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions**
For each paid, active Red Hat Enterprise Developer Workstation and/or Red Hat Enterprise Linux Developer Support Subscription, Red Hat will provide you with (a) access to the supported versions of Red Hat Enterprise Linux and updates through a Red Hat Portal; and (b) assistance for: (i) installation, usage and configuration support, diagnosis of issues, and bug fixes for Red Hat Enterprise Linux, but only

for issues related to your use of Red Hat Enterprise Linux for Development Purposes and (ii) advice concerning application architecture, application design, industry practices, tuning and application porting (collectively, **“Developer Support”**).

The Red Hat Enterprise Linux Developer Workstation and Red Hat Enterprise Linux Developer Support Subscriptions do not include support for (a) modified software packages, (b) wholesale application debugging or (c) software included in the Red Hat Extras repository, supplementary channels, preview technologies or software obtained from community sites.

- 5.1 Red Hat Enterprise Linux Developer Support Subscription Levels.** You may purchase Professional (two (2) business day response time) or Enterprise (four (4) Standard Business Hours response time) with web and phone support for an unlimited number of requests for Red Hat Enterprise Developer Workstation (one (1) System) and/or Red Hat Enterprise Developer Support Subscriptions (twenty-five (25) Systems).



RED HAT MIDDLEWARE, OPENSIFT & APPLICATION PLATFORM SOFTWARE SUBSCRIPTIONS

This Exhibit 1.B. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat JBoss Middleware, Red Hat OpenShift Container Platform and Red Hat Application Platform product lines.

1. Unit of Measure and Purchasing Requirements for Red Hat JBoss Middleware Software Subscriptions.

Table 1 sets forth the Units of measure, stacking capabilities and Supported Use Cases for various Red Hat JBoss Middleware Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 1.

- 1.1 Supplemental JBoss Software.** During the term of a JBoss Middleware Software Subscription, you will receive access to certain additional Red Hat JBoss Middleware Software (“**Supplemental JBoss Software**”). The Software Access and Software Maintenance for Supplemental JBoss Software is for Development Purposes only and for up to twenty-five (25) users for each sixteen (16) Core Band or Socket-pair Subscription that you purchase. If you use the Supplemental JBoss Software for Production Purposes or for more than twenty- five (25) users, you agree to purchase the appropriate Software Subscriptions based on each such Unit that you use.
- 1.2 Supported JBoss Middleware Software.** Using Red Hat JBoss Middleware Software Subscriptions, (or any portion thereof) to support software obtained from community sites without purchasing a corresponding Software Subscription for such community software, is a material breach of the Agreement.
- 1.3 Red Hat JBoss Core Services Collection.** “**Red Hat JBoss Core Services Collection**” is a collection of components that provide common functionality (such as monitoring and management, load balancing, process control and single sign-on) across a majority of the JBoss Middleware portfolio and is subject to the following terms:
 - (a) You will receive entitlements for Red Hat JBoss Core Services Collection in a quantity equal to the number of Cores of Red Hat JBoss Middleware Software Subscriptions you purchased (for Software Subscriptions where the Unit is a Core).
 - (b) You will receive entitlements to Red Hat JBoss Core Services Collection equal to sixteen (16) Cores for each Red Hat JBoss Middleware Software Subscription you purchase on a per socket-pair basis.
 - (c) Red Hat JBoss Web Server and Red Hat JBoss Web Server Plus Subscriptions (which only include the management components of the Core Services Collection) do not include Red Hat JBoss Core Services Collection.
- 1.4 JBoss Middleware for OpenShift Container Platform.** Red Hat JBoss Middleware Software Subscriptions in Table 1 include access to the Red Hat JBoss Middleware Software enabled for Red Hat OpenShift Container Platform (i.e. the Software described in Table 3 below (“**JBoss OpenShift Enabled Software**”). The JBoss OpenShift Enabled Software is supported when deployed on Red Hat OpenShift Container Platform, which requires a separate active paid Software Subscription. The capacity restrictions in Table 3 below apply to the Red Hat JBoss OpenShift Enabled Software. Red Hat JBoss Middleware Software Subscriptions listed in Table 1 are not configured for use with Red Hat OpenShift Container Platform.
- 1.5** Red Hat’s Open Source Assurance Program applies only to the JBoss Middleware Software Subscription that you purchased and does not apply to Supplemental JBoss Software or JBoss OpenShift Enabled Software that may be provided (for no additional fee) with the Red Hat JBoss Middleware Subscription that you purchased.

Table 1

| Software Subscription | Unit of Measure | Stackable | Supported Use Case |
|---|-----------------|-----------|--|
| Red Hat JBoss Enterprise Application Platform | Core Band | No | These Red Hat Products are only supported on Supported Configurations. |
| Red Hat JBoss Web Server | | | |
| Red Hat JBoss Web Server Plus | | | |
| Red Hat JBoss Data Grid | | | |
| Red Hat JBoss Fuse | | | |
| Red Hat JBoss AMQ | | | |
| Red Hat JBoss Data Virtualization | | | |
| Red Hat JBoss BPM Suite | | | |
| Red Hat JBoss BRMS | | | |
| Red Hat JBoss Middleware Add On-Extended Life Cycle Support | | | |

2. Unit of Measure and Purchasing Requirements for Red Hat OpenShift Container Platform

Table 2 sets forth the Units of measure, capacity limitations, stacking capabilities and Supported Use Cases for various Red Hat OpenShift Container Platform Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 2. Red Hat OpenShift Container Platform for RHEL and Container Platform for RHEL are layered products and require a separate paid and active Software Subscription to Red Hat Enterprise Linux for Virtual Datacenters with matching Support Levels for each Unit that deploys, installs, uses or executes such layered products.

Table 2

| Software Subscription | Unit of Measure | Capacity | | Stackable | Supported Use Case |
|---|-----------------|-------------|--------------------------|--|--|
| | | Socket(s) | Virtual Nodes | | |
| Red Hat OpenShift Container Platform | Virtual Guest | 2 Cores | One Virtual Guest | Cores: Yes Virtual Guest: Yes | These Red Hat Products will only be supported when used as a platform as a service on Supported Configurations. Running other applications and/or programs of any type on the operating environment can have a negative impact on the function and/or performance. |
| Red Hat OpenShift Container Platform | Physical Node | Socket-pair | Unlimited Virtual Guests | Physical Node: Yes Virtual Guest: N/A | |
| Red Hat OpenShift Container Platform for RHEL | Physical Node | Socket-pair | Unlimited Virtual Guests | Physical Node: Yes Virtual Guest: N/A | |
| Container Platform for RHEL | Physical Node | Socket-pair | Unlimited Virtual Guests | Physical Node: Yes Virtual Guest: N/A | |

3. Unit of Measure and Purchasing Requirements for Red Hat JBoss Middleware for OpenShift Container Platform

Table 3 sets forth the Units of measure, capacity limitations, and stacking capabilities for Red Hat JBoss Middleware for OpenShift Container Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in Table 3. Red Hat OpenShift Container Platform Subscriptions are sold separately.

Table 3

| Software Subscription | Unit of Measure | Capacity | Stackable | Supported Use Case |
|--|-------------------------|--|-----------------------------------|--|
| Red Hat JBoss Middleware for OpenShift Container Platform | Cores or Physical Nodes | Minimum of 16 Virtual Guests on 2 Cores or for Physical Node a Socket-pair | Cores: Yes Physical Nodes: Yes | These Red Hat Products are only supported on Supported Configurations, on OpenShift Container Platform, or on a combination of the two so long as you have a minimum of sixteen (16) Cores (for Virtual Guest) or a Socket-pair (for Physical Node). |
| Red Hat JBoss Enterprise Application Platform for OpenShift Container Platform | | | | |
| Red Hat JBoss Data Grid for OpenShift Container Platform | | | | |
| Red Hat JBoss Fuse for OpenShift Container Platform | | | | |
| Red Hat JBoss AMQ for OpenShift Container Platform | | | | |
| Red Hat JBoss Data Virtualization for OpenShift Container Platform | | | | |
| Red Hat JBoss BPM Suite for OpenShift Container Platform | | | | |
| Red Hat JBoss BRMS for OpenShift Container Platform | | | | |

4. Unit of Measure and Purchasing Requirements for Application Platform Software Subscriptions

Tables 4.1 and 4.2 set forth the Units of measure, capacity limitations, and Supported Use Cases for various Red Hat Application Software Subscriptions. You must purchase the appropriate number and type of Software Subscription(s) for each Unit, based on the Unit and other parameters described in these Tables.

4.1 Red Hat 3Scale API Management Subscriptions. For purposes of calculating the total number of Units that you must purchase, you must include the number of API Calls generated in both ProductionPurposes and Development Purposes and during traffic spikes.

Table 4.1

| Software Subscription | Unit of Measure | Capacity | Supported Use Case |
|---|-------------------|------------------|---|
| Red Hat 3Scale API Management Platform On Premise | API Calls per day | Up to 2,000,000 | The Subscription is supported (a) when used on a server, (b) on Supported Configurations, and (c) when used for the purpose of API Management. The OpenShift Container Platform Subscription provided with the Subscription Services is supported only in connection with use of the Red Hat 3Scale API Management Platform, On Premise Subscription. |
| | | Up to 5,000,000 | |
| | | Up to 20,000,000 | |
| | | Up to 50,000,000 | |

4.2 Red Hat Mobile Application Platform. In connection with your Red Hat Mobile Application Platform Subscription Service, you will have access to an optional online service called the Red Hat Mobile Application Platform Build Farm. Use of this optional online service is subject to the terms and conditions set forth at www.redhat.com/licenses/buildfarm.

Table 4.2

| Subscription Service | Unit Description | | Supported Use Case |
|---|------------------|---------------------------|--|
| Red Hat Mobile Application Platform, Business to Employee, Unlimited | Employee User* | Unlimited Applications*** | Support is provided for Software (a) when used on a System that is a server, (b) on platforms that are Supported Configurations and (c) that is within the supported Red Hat Mobile Application Platform Life Cycle. The OpenShift Container Platform Subscription that may be provided with the Subscription Services is supported only in connection with use of the Red Hat Mobile Application Platform Subscription. |
| Red Hat Mobile Application Platform, Business to Employee, Limited | Employee User* | Up to 5 Applications*** | |
| Red Hat Mobile Application Platform, Business to Customer, Limited | Customer User** | Up to 5 Applications*** | |
| Red Hat Mobile Application Platform, Business to Customer, Single Use Application | Customer User** | One Application*** | |

*Note: The number of "Employee Users" is equal to the number of unique Employee Users who are able to access an Application(s), regardless of whether the Employee User(s) actually access or the frequency with which they access the Application(s).

**Note: The number of "Customer Users" is equal to the number of unique monthly active Customer Users who actually access an Application(s) in a calendar month regardless of the frequency with which they access the Application(s).

***Note: For purposes of counting "Applications": (1) an Application is comprised of a project of various components dedicated to a single purpose regardless of the number of mobile operating systems on which it is provisioned or the number of other applications to which it may be connected and (2) only live production Applications are counted.

RED HAT STORAGE SUBSCRIPTIONS

This Exhibit 1.C to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Gluster Storage, Red Hat Ceph Storage product lines and related offerings. References to “Red Hat Storage Subscriptions” refer to both product lines.

1. Unit of Measure and Purchasing Requirements.

Table 1 sets forth the support level, Unit of measure, stacking capabilities and Supported Use Case for various Red Hat Storage Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and other parameters described in Table 1 below. In addition, the following terms apply:

- (a) Red Hat Gluster Storage includes management tools to manage one or more instances of Red Hat Gluster Storage.
- (b) Red Hat Ceph Storage Software Subscriptions are priced based on the total amount of storage capacity. Each Red Hat Ceph Storage Software Subscription supports up to a certain number of Physical Nodes or Virtual Nodes. Should the number of Physical or Virtual Nodes be consumed before the Storage Band capacity is reached, you may upgrade to the next Storage Band to receive additional Physical or Virtual Nodes.

Table 1

| Software Subscription | Support Level | Unit of Measure | Stackable | Supported Use Case |
|--|---------------------|-------------------------------|-----------|--|
| Red Hat Gluster Storage | Standard or Premium | Physical Node or Storage Band | Yes | Red Hat Storage is intended to be used as a storage system and will be supported only when used as a storage node. These Subscriptions are not supported on non-server hardware such as desktops or workstations and are intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance of the Subscription. Each Subscription includes one Software Subscription to Red Hat Enterprise Linux Server and the Scalable File System Add-on, which are supported solely in connection with the use of the respective Red Hat Storage Subscription. Red Hat Gluster Storage Module does not include a Red Hat Enterprise Linux Software Subscription which must be purchased separately. |
| Red Hat Gluster Storage Module | Standard or Premium | | Yes | |
| Red Hat Ceph Storage | Standard or Premium | | Yes | |
| Red Hat Gluster Storage Pre-Production | Standard | | No | |
| Red Hat Ceph Storage Pre-Production | Standard | | No | |
| Red Hat Gluster Storage for Public Cloud | Standard or Premium | Virtual Node | Yes | Red Hat Gluster Storage for Public Cloud is intended to be used as a storage system and will be supported only when used as a storage node. When running in Amazon Web Services, an EC2 M1 Large dedicated instance is required in order to be supported. Running other applications and/or programs of any type on the same instance can have a negative impact on the function and/or performance of the Red Hat Gluster Storage for Public Cloud and is not a Supported Use Case. |
| Red Hat Gluster Storage for Red Hat OpenStack Platform | Standard or Premium | Physical Node | No | This Subscription is intended to be used as a storage system with Red Hat OpenStack Platform and will be supported only when used as a storage node. It is not supported on non-server hardware such as desktops or workstations and is intended for use on a dedicated Physical Node; running other applications and/or programs of any type on the Physical Node can have a negative impact on the function and/or performance. |
| Red Hat Hyperconverged Infrastructure | Standard or Premium | Physical Node | No | Red Hat Hyperconverged Infrastructure is only supported when used as an integrated compute plus storage infrastructure. These Software Subscriptions are supported on server hardware but not on desktops or workstations. Support is provided for groups of 3 Nodes, which is the minimal deployment. |
| Container Storage Add | Standard or | Physical | No | This Subscription is only supported when used as a |

| | | | | |
|---|---------------------|----------------------|-----|---|
| On for OpenShift Container Platform | Premium | Node or Virtual Node | | (a) storage system with Red Hat OpenShift Container Platform, (b) container inside OpenShift Container Platform or (c) storage node outside OpenShift Container Platform. The Subscription is supported on server hardware but not on desktops or workstations and is intended for use on a dedicated Physical Node or as containers inside OpenShift Container Platform clusters. |
| Red Hat Gluster Storage – Academic Edition Red Hat Ceph Storage – Academic Edition | Standard or Premium | FTE | n/a | <p>Red Hat Storage – Academic Edition Subscriptions are supported for use by qualified academic institutions for teaching and learning purposes that consist of (a) faculty, staff, or student laptops or desktops for personal and academic use, (b) computer labs available to faculty, staff, and students for general education use, (c) classroom desktops, (d) laboratories for technical and research use and/or (e) laboratories for software development use. Red Hat Storage – Academic Edition is not supported when used for any purpose other than as described in (a) – (e) above. Qualified academic institutions must be accredited by a national accreditation agency (e.g. the United States accreditation is located at http://ope.ed.gov/accreditation/Search.aspx).</p> <p>Note: When you use Red Hat Enterprise Linux – Academic Edition for non-qualified academic purposes as described above, standard Red Hat Enterprise Linux subscription rates apply.</p> |

*“**Pre-Production Purposes**” consists of assistance with issues relating to the installation, configuration, administrative tasks and basic trouble-shooting of the Red Hat Ceph Storage or Red Hat Gluster Storage Software components prior to deployment in a production environment, but it does not include architectural design reviews or advice, advanced configuration topics, performance analysis or reviews.

EXHIBIT 1.D

RED HAT INTEGRATED SOLUTIONS



This Exhibit 1.D. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Integrated Solutions product lines.

1. Unit of Measure and Purchasing Requirements. Table 1 sets forth the Unit of measure and Supported Use Cases for Red Hat Cloud Infrastructure Subscriptions. You must purchase the appropriate number and type of these Software Subscriptions based on the Unit and Supported Use Cases described in Table 1 below. A Red Hat Cloud Infrastructure Software Subscription comes with a Red Hat CloudForms Software Subscription but if you are managing any virtual machines with the Red Hat Cloud Infrastructure Subscription that are not running on the same Physical Node as the active Red Hat CloudForms Software Subscription, you must purchase additional Red Hat CloudForms Subscriptions for such use.

Table 1

| Software Subscription | Unit | Supported Use Cases |
|---|--------|--|
| Red Hat Cloud Infrastructure | System | Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat OpenStack Platform. If the Red Hat Cloud Infrastructure product contains an entitlement for Satellite, Satellite is only supported for managing Physical Nodes within the Red Hat Cloud Infrastructure private cloud. |
| Red Hat Cloud Infrastructure (without guest OS) | System | Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat OpenStack Platform. Red Hat Virtualization is supported solely when used to run and manage virtual guests for this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat OpenStack Platform. If the Red Hat Cloud Infrastructure product contains an entitlement for Satellite, Satellite is only supported for managing Physical Nodes within the Red Hat Cloud Infrastructure private cloud. |
| Red Hat Cloud Suite | System | Red Hat only provides Subscription Services for the Software when used on a Physical Node that is a server. Red Hat Enterprise Linux is supported solely when used as the host operating system for Red Hat Cloud Suite or when used as the guest operating system on virtual machines created and managed with this Subscription. Red Hat Enterprise Linux is the only supported operating system for Red Hat Cloud Suite. |

EXHIBIT 1.E

MANAGEMENT SUBSCRIPTIONS



This Exhibit 1.E. to Product Appendix 1 contains terms that describe the parameters and govern your use of the Red Hat Satellite, Red Hat CloudForms, Red Hat Ansible product lines and related offerings.

1. Red Hat Satellite, Red Hat Capsule and Smart Management

- 1.1 **Units of Measure and Purchasing Requirements.** You must purchase the appropriate number and type of Red Hat Management Subscriptions based on the Unit and Supported Use Cases described in Table 1 below.

Table 1

| Software | Unit | Supported Use Case |
|--|--------|--|
| Red Hat Satellite, Red Hat Satellite Capsule and Red Hat Satellite Proxy | System | Red Hat only provides Subscription Services for Red Hat Satellite, Red Hat Satellite Capsule or Red Hat Satellite Proxy when used on a System or Physical Node that is a server. |
| Red Hat Satellite Capsule Red Hat Satellite Proxy | System | Red Hat only provides Subscription Services for Red Hat Satellite Capsule and Red Hat Satellite Proxy when deployed with Red Hat Satellite. |
| Red Hat Smart Management | Module | Red Hat Smart Management entitlements are required for each Unit of Red Hat Enterprise Linux that is managed by Red Hat Satellite Capsule, Red Hat Satellite Proxy and/or Red Hat Satellite. Red Hat Smart Management entitlements may be used with Red Hat Portal directly. |
| Red Hat Satellite Starter Pack | Module | Red Hat does not provide Subscription Services for Red Hat Satellite Starter Pack if at the time of renewal, more than 50 Units (whether Systems, Physical Nodes and/or Virtual Nodes) are managed. |

2. Red Hat CloudForms

- 2.1 **Units of Measure and Purchasing Requirements.** Table 2 sets forth the Unit of measure, stacking capabilities and Supported Use Cases for various Red Hat Management Subscriptions. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 2. For Virtual Nodes managed by CloudForms in a CloudForms enabled public cloud, you need to purchase Units equal to either (at your option), (a) the actual number of Units or (b) the average daily maximum Virtual Nodes managed by CloudForms in the previous 365 days. If 365 days of usage history is not available, you may use the average usage history period that is available. If managing Virtual Nodes on a public cloud, you must confirm that a specific public cloud is Red Hat CloudForms enabled.

Table 2

| Software Subscription | Unit of Measure | Capacity | | Stackable | Use Case |
|-----------------------|--|--|---------------|---|---|
| | | Socket(s) | Managed Nodes | | |
| Red Hat CloudForms | Managed Node: (Physical Node or Virtual Node) | Socket-pair for each Physical Node or Sixteen (16) Virtual Nodes | | Physical Node: Yes Virtual Node: Yes | Red Hat only provides Subscription Services for Red Hat CloudForms Software when deployed on (a) a System or Physical Node that is a server and (b) Virtual Nodes if they are running on-premise or on a Red Hat CloudForms enabled public cloud. Red Hat Enterprise Linux is the only supported operating system for Red Hat CloudForms Subscriptions. |

3. Red Hat Ansible Tower and Red Hat Ansible Engine Subscriptions

The Red Hat Ansible Tower offering consists of the Red Hat branded graphical application and REST API, designed for use with (i) Red Hat Ansible Engine or Ansible Project Software. Red Hat Ansible Tower does not include the Ansible Project. **“Ansible Engine”** means the installed package, which consists of the connection plugins, inventory plugins, fact plugins, Ansible-playbook language and directives, core modules, and other miscellaneous core or plugins provided in the package. **“Ansible Project Software”** means the community version of the Ansible deployment and configuration management engine.

Red Hat Ansible Engine Subscriptions provide access to additional software components (Certified Components and Community Components) with varying levels or no support as set forth at <https://access.redhat.com/articles/3166901> (**“Ansible Support Matrix”**). **“Certified Components”** means third party components listed on the Ansible Support Matrix and maintained by such third party. **“Community Components”** means components (e.g., modules, plugins...etc.) that are created and submitted by community members. Red Hat will provide limited assistance for Certified Components solely to the extent required to run Red Hat Ansible Engine and/or Red Hat Ansible Tower Software but otherwise does not provide Support or Software Maintenance for Certified Components or Community Components.

- 3.1 **Units of Measure and Purchasing Requirements.** Table 3 sets forth the Unit of measure and Supported Use Cases for Red Hat Ansible Engine and Red Hat Ansible Tower Software. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 3 below.

Table 3

| Software Subscription | Unit | Supported Use Case |
|------------------------|--------------|---|
| Red Hat Ansible Tower | Managed Node | Red Hat only provides Subscription Services for this Software (a) when used on a system that is a server, (b) on platforms that are Supported Platforms (set forth at: http://docs.ansible.com/ansible-tower/latest/html/quickinstall/prepare.html#prerequisites-and-requirements) and (c) that is within the supported Ansible Tower Life Cycle. Support of Red Hat Ansible Tower Software does not include Subscription Services for Ansible Engine or Ansible Project Software. Red Hat may provide assistance with Ansible Project Software, solely to the extent required to run Red Hat Ansible Tower Software. |
| Red Hat Ansible Engine | Managed Node | Red Hat Subscriptions Services for this Software is limited to Support for the Ansible Engine and components that make-up the Ansible Engine. Red Hat provides Subscription Services for Software (a) on systems that are Supported Platforms, (b) modules identified via Section 4 above, and (c) that is within the supported Red Hat Ansible Engine Life Cycle. The Support of Ansible Engine does not include the creation, maintenance, support, or services related to customer playbooks, and/or roles or Ansible Project Software. |

3.2 Data Analytics. Red Hat Ansible Tower Software versions 2.4 or later may collect and transmit usability data (including information identifying the source of that data) to Red Hat. Red Hat intends to use the data to enhance future releases of the Red Hat Ansible Tower Software and help streamline customer experience and success. Usability data includes information such as dashboard items clicked in the Tower Software, amount of time spent on individual pages and paths taken throughout the Red Hat Ansible Tower Software. Usability data is collected and transmitted to Red Hat via a javascript file that is downloaded to a customer’s web-browser. The collection and transmission of such usability data is optional and you may (a) completely opt-out by editing the Red Hat Ansible Tower Software configuration and restarting the Red Hat Ansible Tower Software, or (b) choose between two opt-in scenarios: (i) “anonymous mode” that will provide usability data to Red Hat without any information identifying the source of that data, or (ii) “detail mode” that will provide usability data with the customer name to Red Hat. For Red Hat Ansible Tower Software (versions 2.4 or later) you may opt-out from usability data collection and transmission by following the directions found at: - http://docs.ansible.com/ansible-tower/latest/html/administration/usability_data_collection.html.

3.3 Red Hat Ansible Tower and Red Hat Ansible Engine Software Life Cycle. The supported life cycle for Red Hat Ansible Engine and Red Hat Ansible Tower Software are set forth at: https://access.redhat.com/support/policy/update_policies.

3.4 Red Hat Ansible Engine Networking Add-On

Red Hat Ansible Engine Networking Add-On provides Support to networking modules listed on the Ansible Support Matrix. You are required to purchase a Unit of Red Hat Ansible Engine Networking Add-On for each Red Hat Ansible Engine Software Subscription (regardless of the number of Managed Nodes). Red Hat Ansible Engine Networking Add-On Subscription is only supported on Red Hat Ansible Engine Subscriptions with Premium support.

4. Red Hat Insights. Red Hat Insights is an optional Add-On hosted service designed to help you proactively identify and resolve technical issues in Red Hat Enterprise Linux and Red Hat Cloud Infrastructure environments.

Table 4

| Software | Unit | Supported Use Case |
|------------------|---------------------------------------|---|
| Red Hat Insights | System, Physical Node or Virtual Node | Red Hat Insights provides predictive analytics and remediation steps for Red Hat Enterprise Linux 6.4 and later versions, Red Hat OpenStack® Platform 7 and later versions, Red Hat Virtualization 3.6 and later versions and Red Hat OpenShift Container Platform. |

5. Red Hat Directory Server Software Subscriptions

Table 5 sets forth the Unit of measure and Supported Use Cases for Red Hat Directory Server. You must purchase the appropriate number and type of these Subscriptions based on the Unit and other parameters described in Table 5 below. The Service Level(s) for Directory Server is determined by the Service Level of the underlying Red Hat Enterprise Linux Subscription for the System, Physical Node or Virtual Node running Directory Server (for example, if the Service Level for the underlying Red Hat Enterprise Linux Software Subscription is Premium, then Directory Server would receive Premium level support).

Table 5

| Software | Unit | Supported Use Case |
|--------------------------|--------|--|
| Red Hat Directory Server | System | A Replica Red Hat Directory Server must have an active Software Subscription for a Master Red Hat Directory Server and Red Hat Directory Server must be installed on a physical server with a standard Red Hat Enterprise Linux Software Subscription (not a Red Hat Enterprise Linux Desktop, Red Hat Enterprise Linux for HPC or Red Hat Enterprise Linux Workstation Software Subscription). “ Replica ” means a second instance of a Directory Server configured as a slave to the first instance of Directory Server. Red Hat Enterprise Linux Server is supported solely for the purpose of running Red Hat Directory Server Software. “ Master ” means the authoritative Red Hat Directory Server from which Replica Red Hat Directory Servers derive Red Hat Directory Server information. |

EXHIBIT 1.F SUPPORT SUBSCRIPTIONS



This Exhibit 1.E. to Product Appendix 1 contains terms that describe the parameters and govern your use of TAM Services.

1. Technical Account Management (“TAM”) Service

The TAM Service is a Support Subscription that you may purchase in addition to your underlying Standard or Premium Software Subscription in order to receive enhanced Support. The TAM Service does not include support for (1) Self-support Software Subscriptions, (2) any Unit of Software (such as a System, Physical Node, Core, etc.) for which you do not have an active paid Software Subscription or (3) any Software Subscription for which support is provided by a Business Partner. When you purchase a TAM Service, you receive access to a Red Hat support engineer to provide you with (a) access to Red Hat's technology and development plans, including beta testing and bug/feature escalation, (b) weekly review calls, (c) up to two (2) on-site technical review visits per year, (d) up to four Support Contacts, (e) quarterly service performance metrics via the TAM electronic dashboard, and (f) a subscription to Red Hat's TAM monthly newsletter.

| Support Subscription | Unit Description |
|----------------------|--|
| TAM Service | Point of Contact: a Red Hat associate whom you are authorized to contact to request support for a particular team, geography or Red Hat product line. |
| TAM Extension | |

- 1.1 TAM Service Coverage.** Each TAM Service Subscription will be limited to certain parameters (that is, a region, a customer team and/or a product line) and will be listed in the Order Form and, if not listed, the TAM parameters will be established upon the initiation of the TAM Service.
- (a) **Regions:** North America, Latin America, EMEA, Asia-Pacific (excluding Japan, China and India), China, India or Japan.
 - (b) **Customer Team:** The customer team supported by the TAM, such as your development team, your system administration team, your support team, etc.
 - (c) **Red Hat Product Line:** The supported Red Hat product line, such as the Red Hat Enterprise Linux, Red Hat JBoss Middleware, Red Hat Mobile Application Platform, OpenShift, Red Hat Storage, Ansible or Red Hat Cloud product lines.
- 1.2 TAM Service Level.** The TAM Service is offered during local Red Hat Support Standard Business Hours as set forth at <https://access.redhat.com/support/contact/technicalSupport.html> (based on the physical location of the TAM representative). If you have purchased Premium Red Hat Software Subscriptions, you will receive 24x7 Support for Severity 1 and 2 issues through Red Hat's 24x7 Production Support teams and not necessarily from your assigned TAM representative. Red Hat's 24x7 Production Support team will be responsible for addressing issues, but will consult with your TAM representative, as your TAM representative is available, for advice and to gain a better understanding of your infrastructure, environment and specific needs. If you have purchased multiple TAM Service Subscriptions in each of Red Hat's primary Support Regions, you will receive the benefit of extended TAM Service coverage hours, but you should follow the same process and contact the Red Hat 24x7 support numbers at <https://access.redhat.com/support/contact/technicalSupport.html>.
- 1.3 TAM Extension Service.** The TAM Extension Service is an extension of a Red Hat Enterprise Linux TAM Service to provide additional technical knowledge such as SAP implementations on Red Hat Enterprise Linux. The TAM Extension Service requires a separate active and paid standard TAM Service Subscription.

PRODUCT APPENDIX 2



TRAINING, TRAINING UNITS AND CONSULTING UNITS

This Product Appendix contains terms that describe the parameters and govern your use of Training, Training Units and Consulting Units. Red Hat may modify or update this Product Appendix either by posting a revised version of this Product Appendix at <http://www.redhat.com/licenses/productappendices>, and/or by providing notice using other reasonable means. If you do not agree to the updated terms then, (a) the existing Product Appendix will continue to apply to Red Hat Products you have purchased as of the date of the update for the remainder of any then-current term(s); and (b) the updated or modified terms will apply to any new purchases or renewals of Red Hat Products made after the effective date of the updated terms. When we use a capitalized term in this Appendix without defining it, the term has the meaning defined in the base agreement.

1. Training

“**Training**” means Red Hat’s training courses, including Red Hat’s publicly available courses (“**Open Enrollment Courses**”) and courses provided at a site designated by you (“**On-Site Courses**”).

- 1.1 **Equipment and Facilities.** For On-Site Courses, you will supply the facility and equipment as set forth at www.redhat.com/training/solutions/requirements.html. If Red Hat agrees to provide the training facilities and hardware, you will be liable for any loss or destruction of this equipment and hardware used in connection with the Training.
- 1.2 **Client Responsibilities.** You are responsible for (a) assessing each participants’ suitability for the Training, (b) enrollment in the appropriate course(s) and (c) your participants’ attendance at scheduled courses.
- 1.3 **Rights to Training Materials.** All intellectual property embodied in the training products, materials, methodologies, software and processes, provided in connection with the Training or developed during the performance of the Training (collectively, the “**Training Materials**”) are the sole property of Red Hat or a Red Hat Affiliate and are copyrighted by Red Hat unless otherwise indicated. Training Materials are provided solely for the use of the participants and may not be copied or transferred without the prior written consent of Red Hat. Training Materials are Red Hat’s confidential and proprietary information.
- 1.4 **Delivery Date and Cancellation.** You agree to the cancellation policies and the procedures for scheduling of Training and On-Site Courses available at www.redhat.com/training/cancellation.html. You must use all Red Hat training offerings, including Training Units and Consulting Units, within one (1) year of the date of purchase; any unused training offerings will be forfeited.
- 1.5 **Red Hat Learning Subscriptions.** “**Red Hat Learning Subscription**” means access to certain Red Hat learning resources consisting of (a) access to an online repository of learning courses and videos during the term of the Red Hat Learning Subscription (“**Online Learning Site**”) and (b) remote access to systems for training purposes (“**Hand-On Labs**”). Certain Red Hat Learning Subscriptions may also include (a) access to Red Hat instructors for content related to training in English language during the Red Hat’s published standard business hours and (b) the ability to unlock up to four (4) certification exams, as described below and in this Section 1.5:

Table 1.5

| Learning Subscription | Access to Red Hat Learning Resources |
|--|--|
| Red Hat Learning Subscription - Basic | Access to all courses and videos on Red Hat’s Online Learning Site Up to 400 hours of Hands-On Labs |
| Red Hat Learning Subscription - Standard | Access to all courses and videos on Red Hat’s Online Learning Site Up to 400 hours of Hands-On Labs Access to Red Hat instructors Ability to unlock up to five (5) certification exams |
| Red Hat Learning Subscription for Support Partners | Access to all courses and videos on Red Hat’s Online Learning Site Up to 400 hours of Hands-On Labs Access to courses or videos created by Red Hat specifically for certain Red Hat Partners |

- 1.5.1 **Named Participant.** Red Hat Learning Subscriptions are priced based on the number of your employees or contractors using or accessing the materials and support Red Hat makes available (“**Named Participant**”). In order to begin accessing the materials, videos and support made available through a Red Hat Learning Subscription, the Named Participant for such subscription must first register with Red Hat and have a valid Red Hat ID. You agree to provide to Red Hat the Red Hat ID for each Named Participant.
- 1.5.2 **Use of the Red Hat Learning Subscriptions.** Red Hat Learning Subscriptions provide Named Participants with ongoing access to a variety of materials and services for his or her personal use and are not assignable or transferrable. Providing our materials and services to, or using them for the benefit of, a third party is a material breach of the Agreement. Named Participants may only access the materials or support in connection with their Red Hat Learning Subscription in the same country as identified in the “Ship-to Address” in the relevant Order Form.

1.5.3 Red Hat Instructors. If your Red Hat Learning Subscription includes access to Red Hat instructors, Named Participants may contact Red Hat instructors to ask questions about a particular course or video made available as part of your Red Hat Learning Subscription. Red Hat instructors will use commercially reasonable efforts to answer questions regarding (a) technical issues with the course or video and (b) questions about the content of such materials. Red Hat instructors will not provide production support or development support for any Red Hat Subscriptions.

1.5.4 Certification Exams. If the Red Hat Learning Subscription includes the ability to unlock certification exams, Named Participant may be permitted to complete certification exams in class or via an individual exam session. Certification exams require Named Participants to meet certain criteria such as completing a learning path. Red Hat reserves the right to modify learning paths and/or certification criteria for certification exams. The standard exam terms and conditions apply to any unlocked exams. While Red Hat provides exams at many locations, Red Hat does not warrant that any particular exam will be available in a city near the Named Participant.

2. Training Units and Consulting Units

2.1 Training Units. "Training Units" are Red Hat's training credits that may be redeemed by you for any Training as set forth at <https://www.redhat.com/training/corporate/TUs/>.

2.2 Consulting Units. "Consulting Units" are credits that may be redeemed by you for Red Hat Consulting Services under the terms, conditions and policy set forth at http://www.redhat.com/consulting/consultingunits/cu_terms.html. You may redeem Consulting Units in accordance with the applicable equivalent Unit value in the Consulting Unit Redemption Table set forth at <http://www.redhat.com/licenses/redemptiontable> and the following procedure:

- (a) Contact a Red Hat sales representative or consulting representative to request Consulting Unit redemption.
- (b) Red Hat will submit an order form to you that will describe the scope of work to be performed and number of Consulting Units required.
- (c) You will return the signed order form to Red Hat.
- (d) Upon Red Hat's review and approval, Red Hat will return a copy of the signed order form to you.

2.3 Use of Training Units and Consulting Units. Training Units and Consulting Units: (a) are non-refundable, (b) are non-transferable, (c) may not be redeemed for cash or credit, (d) must be used as whole credits, (e) cannot be combined with any other discount, special offer or coupon and (f) can be redeemed only in the same geographic region and currency as purchased. United States Government end users (or resellers acting on behalf of the United States Government) may not purchase Training Units or Consulting Units.

3. Payment

Notwithstanding other payment terms, payment for Training, Training Units and Consulting Units must be received in full prior to the delivery of the associated Training or Consulting Services.

EXHIBIT L - CARAHSOFT VALUE AD

Carahsoft Value Added Information:

Training Webcasts & Access to Carahsoft Facilities

At no additional cost, Carahsoft will provide a regular training webcast as well as on site workshops for the Department of Defense. These events shall include information regarding new product releases or product patch/ upgrade information, as well as new technology presentations. Carahsoft also has the ability to host remote events using our mobile classroom.

Webinars will also be archived and housed on the Contract website so users can view them on demand.

The Department of Defense will have access to training facilities (user groups, vendor day, and product training) located at Carahsoft headquarters in Reston, Virginia, upon request.

Dedicated Phone Lines & Live Chat

Carahsoft will provide a dedicated phone line to be used exclusively for activities supporting this contract. Both toll and toll-free lines will be made available.

The telephone number will be included on all quotations, emails, website(s), and other documentation regarding this contract. This dedicated line rings simultaneously to a group of individuals working on this contract, ensuring that calls are always answered live. Additionally, Carahsoft offers live chat capabilities through our homepage (www.carahsoft.com). The live chat feature will provide the Department of Defense with another channel for contacting Carahsoft, and expedite the process for receiving immediate customer service.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.212-4 | Contract Terms and Conditions--Commercial Items | JAN 2017 |
| 52.213-1 | Fast Payment Procedure | MAY 2006 |
| 52.222-50 | Combating Trafficking in Persons | MAR 2015 |
| 52.223-16 | Acquisition of EPEAT (R) - Registered Personal Computer Products | OCT 2015 |
| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.232-37 | Multiple Payment Arrangements | MAY 1999 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.204-7000 | Disclosure Of Information | OCT 2016 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.204-7009 | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information | OCT 2016 |
| 252.204-7012 | Safeguarding Covered Defense Information and Cyber Incident Reporting | OCT 2016 |
| 252.204-7015 | Notice of Authorized Disclosure of Information for Litigation Support | MAY 2016 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism | OCT 2015 |
| 252.222-7007 | Representation Regarding Combating Trafficking in Persons | JAN 2015 |
| 252.223-7006 | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials | SEP 2014 |
| 252.223-7008 | Prohibition of Hexavalent Chromium | JUN 2013 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2015 |
| 252.225-7012 | Preference For Certain Domestic Commodities | DEC 2016 |
| 252.225-7048 | Export-Controlled Items | JUN 2013 |
| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | FEB 2014 |
| 252.227-7014 | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation | FEB 2014 |
| 252.227-7015 | Technical Data--Commercial Items | FEB 2014 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 2016 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |
| 252.239-7001 | Information Assurance Contractor Training and Certification | JAN 2008 |
| 252.239-7010 | Cloud Computing Services | OCT 2016 |

| | | |
|--------------|--|----------|
| 252.239-7018 | Supply Chain Risk | OCT 2015 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.244-7000 | Subcontracts for Commercial Items | JUN 2013 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.247-7023 | Transportation of Supplies by Sea | APR 2014 |

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 POINTS OF CONTACT (AUG 2005)

Contracting Officer

Name: Carrie M. Ross

Organization/Office Symbol: DISA/DITCO/PL8413

Phone No.: 618-229-9569

E-Mail Address: carrie.m.ross.civ@mail.mil

Contract Specialist

Name: Michael Morris

Organization/Office Symbol: DISA/DITCO/PL8413

Phone No.: 618-229-9231

E-Mail Address: michael.f.morris16.civ@mail.mil

Software Product Manager/Mission Partner Point of Contact

Name: Jonnice Medley

Organization/Office Symbol: DISA

Phone No.: 301-225-8081

E-Mail Address: jonnice.medley.civ@mail.mil

Contractor Point of Contact

Contractor Legal Business Name: Carahsoft Technology Corporation

DUNS: 088365767

CAGE CODE: 1P3C5

Natalie Gregory, Vice President, 703-871-8513, natalie.gregory@carahsoft.comMichael Bisacquino, Sales Director, 703-871-8650, michael.bisacquino@carahsoft.com

(End of clause)

52.204-9001 CONTRACT/ORDER CLOSEOUT—FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS (JAN 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance.

of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2014)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.216-9000 ORDERING PROCEDURES FOR EXTERNAL AGENCIES (JAN 2015)

(a) An external agency is any contracting office outside of DISA.

(b) For any order to be placed by an External Agency, where the total estimated cost is expected to exceed \$10,000,000, approval shall be obtained from the DISA Contracting Officer prior to the start of processing the requirement. The contractor shall also notify the DISA Contracting Officer prior to responding to any Request for Proposal when the proposed total estimated cost will exceed \$10,000,000. The notification to the DISA Contracting Officer shall be made via e-mail to carrie.m.ross.civ@mail.mil. This clause does not apply to orders expected to have a total estimated cost of less than \$10,000,000. External agency orders shall be issued as authorized by the

terms and conditions of the BPA task order guidelines, the FAR, DFARS, and their own agency procedures.

(c) The External Agency Contracting Officer will be the contracting officer for task orders awarded under this BPA by an external agency contracting office. All of the task orders are negotiable and agency decisions and determinations for the task order will be made by the External Agency Contracting Officer. These issues must be resolved consistently with External Agency procedures oversight.

(d) The following procedures apply to External Agencies placing orders against this BPA:

(1) The External Agency Contracting Officer shall add the Contract Line Item Number (CLIN) set forth in Section B, entitled External Ordering Agency Fee, to add a 1% fee to each order placed under this contract. Modifications that increase the total order amount shall adjust the amount of this CLIN to account for the modification increase. NOTE: The contractor shall reject all orders and modifications that do not include the 1% fee.

(2) The External Agency Contracting Officer shall not use any order numbers which are identified by using serial numbers with 0001 thru 9999. DoD agencies should use ordering numbers as specified in DFARS 204.7004(d)(2)(i). Non-DoD federal agencies may use any numbering system provided it does not conflict with either of these numbering systems.

(e) The following reporting procedures apply to contractors receiving external orders.

(1) The contractor shall provide a copy of the order and all modifications electronically to disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil quarterly in conjunction with paragraphs (e)(2), (3) and (4).

(2) Quarterly, the contractor shall submit a check made payable to DITCO/RM3221 to pay the required 1% fee on all payments received from external orders during the prior quarter. Contractor shall include a copy of the Quarterly Progress Report for Orders placed by any non-DITCO Office (Decentralized Orders) Spreadsheet for Remote Ordering (Attachment {insert #}) with the check. Payment is due the 30th of the month following the end of the calendar year quarter and shall be submitted to the following address (if using USPS):

DISA/RM3221
2300 East Drive
ATTN: RM3221
Scott AFB IL 62225-5406

If submitting payment via Fed Ex or other means which requires specific individual POC information to ensure delivery, please address as follows (check still made payable to DITCO/RM3221):

DISA RM3221
ATTN: Financial Management Specialist
2300 East Drive
Scott AFB, IL 62225
(618) 229-9128

Alternatively, payment of external order fee may be made via Electronic Funds Transfer (EFT) Automated Clearing House (ACH). Prior to submission of first EFT/ACH payment, arrangements must be made with DFAS Cleveland Division Director for Disbursing Operations, J. Lukasik at Jeffery.f.lukasik.civ@mail.mil or C. Laboy at carmen.laboy@dfas.mil to establish baseline for transmission.

DFAS Cleveland can receive funds via ACH using the following:

| | |
|------------|----------------|
| Bank Name: | Credit Gateway |
| RTN: | 051036706 |
| A/C: | 220031 |

DFAS Cleveland can receive funds via wire using the following:

Bank Name: US Treasury
 City: New York, NY
 Country: USA
 RTN: 021030004
 Account Name: DFAS-Cleveland
 Account Number: 00008522

Once confirmation of EFT/ACH transmission is received from DFAS Cleveland, a copy shall be e-mailed to disa.scott.rm.mbx.rm3222-decentralized-orders@mail.mil so appropriate transactions to process the disbursement can be established with DFAS through coordination with RM3221.

(3) Quarterly, the contractor shall submit an electronic copy of the spreadsheet entitled Quarterly Progress Report for Orders placed by any non-DITCO Office (Decentralized Orders) Spreadsheet for Remote Ordering (Attachment {insert #}) to disa.scott.rm.list.rm322-personnel@mail.mil and disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil. The spreadsheet is due the 30th of the month following the end of the calendar year quarter. If External Agencies have issued orders against the contract, BPA or BOA, but no payments were received during the quarter, send the spreadsheet to disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil and state in the email no payments were received for the quarter.

(4) An entry shall be made on the spreadsheet for each order, and modification(s) that increase or decrease the amount of the basic order.

(5) The contractor may remit the DITCO fee using one check for all payments received in the prior quarter.

(6) The spreadsheet shall be cumulative of all orders placed by External Agencies during the life of the BPA.

(7) Customer Department on the spreadsheet should reflect the ordering agency that places the order. For example, if the ordering agency is a military department, insert the appropriate department, such as Air Force or Army; if the ordering agency is another DoD agency, insert the agency name, such as Defense Logistics Agency (DLA); if the ordering agency is a federal agency, insert the department name, such as Department of Justice (DoJ).

(f) The Government may audit the contractor's books with relation to any orders issued by an External agency.

(g) Schedule - Checks and spreadsheets are required in accordance with the following schedule:

| <u>Quarter</u> | <u>Due Date</u> |
|----------------|-----------------|
| Jan, Feb, Mar | 30 Apr |
| Apr, May, June | 30 Jul |
| Jul, Aug, Sep | 30 Oct |
| Oct, Nov, Dec | 30 Jan |

(End of Clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not Applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------|-------------------------------|
| Pay Official DoDAAC | To be inputted on Call Orders |
| Issue By DoDAAC | To be inputted on Call Orders |
| Admin DoDAAC | To be inputted on Call Orders |
| Inspect By DoDAAC | _____ |
| Ship To Code | To be inputted on Call Orders |
| Ship From Code | _____ |

| | |
|---------------------------|-------------------------------|
| Mark For Code | _____ |
| Service Approver (DoDAAC) | To be inputted on Call Orders |
| Service Acceptor (DoDAAC) | To be inputted on Call Orders |
| Accept at Other DoDAAC | _____ |
| LPO DoDAAC | _____ |
| DCAA Auditor DoDAAC | _____ |
| Other DoDAAC(s) | _____ |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

To be inputted on Call Orders

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NA

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)